

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shulmanbastian.com  Chapter 7 Trustee  <input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re:  DDI DISTRIBUTION OF CALIFORNIA, LLC dba DDI DISTRIBUTION, INC.,    Debtor(s).	CASE NO.: 6:19-bk-16545-WJ CHAPTER: 7    <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> 6/13/2023	<b>Time:</b> 1:00 PM
<b>Location:</b> Courtroom 304, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:**  Public  Private      **Last date to file objections:** 5/30/2023

**Description of property to be sold:** 10 acres of vacant land located at 17580 Wicker Way, Riverside, California 92504  
 (see attached Sale Motion for further information)

**Terms and conditions of sale:** See attached Sale Motion.

**Proposed sale price:** \$159,900.00, subject to overbids

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (if any):** Initial overbid of \$165,000.00, minimum bid increments thereafter shall be \$1,000.00  
Overbids must be in writing and received by the Trustee on or before 5:00 pm (California time) on 6/6/2023.  
Certified funds of a minimum of \$20,000.00 must be delivered. (See attached for more information).

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

6/13/2023 at 1:00 p.m.

United States Bankruptcy Court

Courtroom 304

3420 Twelfth Street

Riverside, CA 92501

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Suite 210

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: Trustee.Bui@shulmanbastian.com

Date: 05/23/2023

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shulmanbastian.com</p> <p><input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:</p>	<p>FOR COURT USE ONLY</p>
<p><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b></p>	
<p>In re:</p> <p>DDI DISTRIBUTION OF CALIFORNIA, LLC dba DDI DISTRIBUTION, Inc.,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:19-bk-16545-WJ CHAPTER: 7</p> <p><b>NOTICE OF MOTION FOR:</b> ORDER: (1) APPROVING THE SALE OF REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS PURSUANT TO BANKRUPTCY CODE §§ 363(b)(1) AND 363(f), SUBJECT TO OVERBIDS, COMBINED WITH NOTICE OF BIDDING PROCEDURES AND REQUEST FOR APPROVAL OF THE BIDDING PROCEDURES UTILIZED; (2) APPROVING PAYMENT OF REAL ESTATE COMMISSION AND OTHER COSTS; AND (3) GRANTING RELATED RELIEF</p> <p><b>(Specify name of Motion)</b></p> <p>DATE: 06/13/2023 TIME: 1:00 pm COURTROOM: 304 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501-3819</p>

1. TO (*specify name*): Debtor and its counsel, the United States Trustee, all creditors and other parties in interest
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 05/23/2023

\_\_\_\_\_  
Printed name of law firm

/s/ Lynda T. Bui  
Signature

Lynda T. Bui, Chapter 7 Trustee  
Printed name of attorney

1 Lynda T. Bui, Trustee  
3550 Vine Street, Suite 210  
2 Riverside, California 92507  
Telephone: (949) 340-3400  
3 Facsimile: (949) 340-3000  
Email: Trustee.Bui@shulmanbastian.com  
4

5 Chapter 7 Trustee  
6  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**  
10

11 In re

12 **DDI DISTRIBUTION OF CALIFORNIA,**  
13 **LLC, dba DDI Distribution, Inc.,**

14 Debtor.  
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Case No. 6:19-bk-16545-WJ  
Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR  
ORDER:**

**(1) APPROVING THE SALE OF REAL  
PROPERTY OF THE ESTATE FREE  
AND CLEAR OF LIENS PURSUANT TO  
BANKRUPTCY CODE §§ 363(b)(1) AND  
363(f), SUBJECT TO OVERBIDS,  
COMBINED WITH NOTICE OF BIDDING  
PROCEDURES AND REQUEST FOR  
APPROVAL OF THE BIDDING  
PROCEDURES UTILIZED;**

**(2) APPROVING PAYMENT OF REAL  
ESTATE COMMISSION AND OTHER  
COSTS; AND**

**(3) GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND  
AUTHORITIES AND DECLARATION OF  
LYNDA T. BUI**

**[Real property located at: 17580 Wicker Way,  
Riverside, CA 92504]**

**Hearing Date:**

Date: June 13, 2023

Time: 1:00 p.m.

Place: Courtroom 304

3420 Twelfth Street

Riverside, CA 92501

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1 **TO THE HONORABLE WAYNE JOHNSON, UNITED STATES BANKRUPTCY JUDGE,**  
2 **THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND ITS COUNSEL**  
3 **AND OTHER PARTIES-IN-INTEREST:**

4 Lynda T. Bui ("Trustee"), solely in her capacity as the Chapter 7 trustee for the  
5 bankruptcy estate ("Estate") of DDI Distribution of California LLC dba DDI Distribution, Inc.  
6 ("Debtor"), brings this *Motion for Order: (1) Approving the Sale of Real Property of the*  
7 *Estate Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f),*  
8 *Subject to Overbids, Combined With Notice of Bidding Procedures and Request for*  
9 *Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate*  
10 *Commission; and (3) Granting Related Relief ("Sale Motion")*, and respectfully represents  
11 as follows:

12 **I. BACKGROUND**

13 **A. The Bankruptcy Case and Claims**

14 The Debtor filed a chapter 7 bankruptcy petition on July 27, 2019, in the United  
15 States Bankruptcy Court, Central District of California, Case No. 6:19-bk-16545-MW.

16 The deadline for filing claims in this case was June 23, 2019. Government claims  
17 were due by January 23, 2020. There have been six (6) unsecured claims filed totaling  
18 \$977,616.19, of which \$840.73 represents priority claims and \$976,775.46 represents  
19 general unsecured claims.

20 **B. The Property**

21 Property of the Estate includes the real property located at 17580 Wicker Way,  
22 Riverside, California 92504 ("Property").

23 On June 23, 2020, the Trustee filed an adversary proceeding against Peter Larios  
24 ("Larios") and others for claims for breach of fiduciary duty and fraudulent transfers causing  
25 the prepetition diminution and loss of property of the Debtor, commencing *Bui v. Pal*  
26 *Distribution, Inc., et al.*, Adv. No. 6:20-ap-01118-MW ("Adversary Proceeding"). Larios  
27 denied all wrongdoing in connection with the Adversary Proceeding.

28

1 On March 23, 2021, the Trustee filed a Motion for Order Approving Settlement and  
2 Compromise of Disputes between the Bankruptcy Estate and Peter Larios (“Compromise  
3 Motion”) [docket no. 77]. Through the Compromise Motion, the Trustee requested that the  
4 Court approve a certain settlement agreement (“Settlement Agreement”) between the  
5 Trustee and Larios that provided: (a) Larios would deliver a Grant Deed for the Property to  
6 be recorded, (b) the Trustee would sell the Property and distribute proceeds sixty percent  
7 (60%) to the Estate and forty percent (40%) to Larios, and (c) until the Property is sold,  
8 Larios would maintain the Property by paying all mortgages, taxes, insurance, if any, and  
9 conducting all necessary maintenance.

10 The Court granted the Compromise Motion and approved the Settlement  
11 Agreement pursuant to the Order entered May 3, 2021 [docket no. 83].

12 Attached as **Exhibit 1** to the Declaration of Lynda T. Bui (“Bui Declaration”) annexed  
13 hereto, is a true and correct copy of a preliminary title report (“Title Report”) on the Property  
14 which lists the liens and encumbrances impacting the Property and reflects that title to the  
15 property is vested in the Trustee, “soley [sic] in her capacity as the Chapter 7 Trustee of  
16 the bankruptcy estate of In re DDI Distribution of California, LLC, Case No. 6:19-bk-16545-  
17 MW.”

18 The Title Report reflects a lien in favor of Luis Jimenez and Elizabeth Jimenez (the  
19 “Jimenez Lien”). Pursuant to the Settlement Agreement, Larios provided the Trustee with  
20 a Substitution of Trustee and Full Reconveyance of the Jimenez Lien which was recorded  
21 in the Official Records of the Riverside County Recorder’s Office on June 8, 2021 as  
22 Instrument No. 2021-0347950. The Trustee will reach out to the Title Company and  
23 provide an explanation and/or additional documents to reflect that the Jimenez Lien has  
24 been eliminated pursuant to the Court-approved Settlement Agreement.

25 The Title Report also reflects the following liens recorded against the Property by  
26 the State of California Employment Development Department (“EDD”): (1) February 6,  
27 2020 in the amount of \$11,948.14 for the tax period October 1, 2018 to December 31, 2018  
28 and (2) December 21, 2021 in the amount of \$26,082.88 for the tax period April 1, 2019 to

1 September 30, 2019 (collectively, the “EDD Liens”). As set forth in more detail below, the  
2 Trustee contends that the EDD Liens were recorded post-petition in violation of the  
3 automatic stay and are therefore void or the EDD Liens do not attach to Estate property  
4 acquired post-petition.

5 Finally, as part of the Settlement Agreement, Larios agreed that until the Property  
6 is sold, he would maintain the Property by paying all mortgages, taxes, insurance, if any,  
7 and conducting all necessary maintenance. Despite the Settlement Agreement, Larios did  
8 not pay *inter alia* insurance. As such, the Trustee procured a general liability insurance  
9 policy through Trustee Insurance Agency, Inc. (“TIAI”) which was financed through Trustee  
10 Resource Group. The Trustee currently owes \$1,118.36 to TIAI for insurance premiums  
11 and finance charges. Through this Sale Motion, the Trustee requests Court approval to  
12 pay TIAI the outstanding amount due, which is estimated to be \$1,200.00.

13 **C. Stipulation With Larios**

14 Larios also did not pay real property taxes. After learning about the arrearages  
15 beginning in July 2021 and thereafter, the Trustee entered into a Stipulation with Larios to  
16 modify the Settlement Agreement (“Stipulation”), a true and correct copy of which is  
17 attached to the Bui Declaration as **Exhibit 2**. Pursuant to the Stipulation, the Settlement  
18 Agreement was modified to reflect that all property taxes due and owing for the Property  
19 would be deducted from Lario’s forty-percent (40%) of the net proceeds. The Title Report  
20 reflects delinquent and supplemental property taxes for tax years 2017 through 2023  
21 totaling in excess of \$42,000.00.

22 **D. Broker Employment, Marketing Efforts and Basis for Value of the Property**

23 Upon the Trustee’s Application<sup>1</sup> and pursuant to Court Order entered on July 6,  
24 2021 [docket no. 87], the Trustee was authorized to employ Elite Premier Properties  
25 (“Broker”) as her real estate broker to assist with the marketing and sale of the Property.  
26 The Broker initially listed the Property for sale at \$395,000.00.

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28 <sup>1</sup> On May 24, 2021, the Trustee filed an Application for an Order Authorizing Employment of Elite Premier  
Properties as Real Estate Broker (“Application”) [docket no. 85].

1 The Property consists of ten acres of vacant land in the City of Riverside. The  
2 Property is unique in that it is zoned A-2 which provides the owner an opportunity to engage  
3 in agricultural activities. The Property is located in a rural setting and has 360 degree views  
4 from the hilltop location for which the Property is situated. The Property is very  
5 mountainous and most of the acreage is unusable for a variety of reasons.

6 The Property has been on the market since May 2021. Professional photos, aerial  
7 images and a drone video were included in the listing which appeared in the MLS, CoStar  
8 and LoopNet. During the first two months of marketing the Property, several brokers, as  
9 well as a number of potential buyers reached out to the Broker, but it became apparent  
10 that many questions needed to be answered before any traction could be gained with  
11 potential buyers. For example, there is a dirt road leading to the Property and interested  
12 parties inquired as to whether the road was a legal access road or if there was an easement  
13 that would allow the owner to go onto the dirt road. Another question related to the  
14 availability of water and sewer. Also, it was discovered that the Property was deemed to  
15 be "non-conforming" with the City of Riverside as they had no records of a survey for the  
16 Property or an application to certify the parcel. Based on these issues and potential  
17 challenges, the Broker reached out to various city and county officials to obtain information  
18 that could be relayed to brokers and potential buyers. The listing price for the Property  
19 was reduced several times during the period May 2021 to December 2021 with the last  
20 listing price of \$299,900.00 before the listing agreement expired.

21 Once the issues were addressed, it was determined that a prospective buyer of the  
22 Property would be an investor/developer, custom home builder, or a homeowner interested  
23 in a unique, and picturesque, hilltop estate and the Broker focused on marketing the  
24 Property to this type of buyer. In May 2022, the Property was re-listed for sale at  
25 \$249,000.00. Despite many inquiries since the price reduction, only one offer for  
26 \$249,000.00 was received. However, after unforeseen delays, the offer was withdrawn.  
27 The Trustee received two additional offers for \$178,900.00 and \$200,000.00 but after  
28 conducting due diligence and/or the exchange of counter offers, the offers were withdrawn.

1 The Broker continued to market the Property for sale and fielded many calls and  
2 inquiries regarding the Property, but after agents and potential buyers began their  
3 investigations, they all lost interest due to the various issues that limit the use of the  
4 Property. The listing agreement was extended in November 2022 and the listing price for  
5 the Property was reduced to \$209,000.00 and reduced to \$199,000.00 in January 2023.  
6 The listing price was further reduced to \$159,900.00 on April 21, 2023.

7 Following the most recent list price reduction, the Broker fielded multiple calls and  
8 inquiries regarding the Property. A total of six (6) offers were received and reviewed by  
9 the Broker and the Trustee. The full price offer of \$159,900.00 from Jose Luis Robles  
10 ("Buyer") was the offer that the Trustee accepted. The offer from the Buyer is the result of  
11 negotiations between the Trustee and the Buyer for the highest and best offer.

12 The Estate does not have the funds to obtain a formal written appraisal for the  
13 estimated value of the Property. Notwithstanding, the best determination of price is the  
14 market, which has spoken. Further, the Broker has more than twenty years of experience  
15 in the sale of real property as well as property valuations and is familiar with valuing real  
16 property in today's economic environment. He believes that the current sale price is  
17 consistent with local area comparable properties and the challenges and uniqueness of  
18 the Property.

19 The listing agreement with the Broker provides for a real estate commission to be  
20 paid upon the sale of the Property in an amount not to exceed ten percent (10%) of the  
21 total purchase price. The commission will be paid as follows: five percent (5%) to the  
22 Trustee's Broker and five percent (5%) to Realty Masters & Associates, the Buyer's Broker.

23 The Trustee believes that the proposed sale, subject to overbids, will be at fair  
24 market value. Given that the sale is subject to overbids, it is anticipated that the Trustee  
25 will receive the best and highest value for the Property and therefore the proposed sale  
26 price is fair and reasonable.

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1 **E. Sale Information in Compliance with Local Bankruptcy Rule 6004-1(c)(3)**

2 The following chart provides information on the sale in compliance with Local  
3 Bankruptcy Rule (“LBR”) 6004-1(c)(3):

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: June 13, 2023 at 1:00 p.m.  Hearing Place: U.S. Bankruptcy Court - Courtroom 304 3420 Twelfth Street Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Jose Luis Robles 5906 Grand Avenue Riverside, CA 92504
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 17580 Wicker Way, Riverside, CA 92504, consisting of 10 acres of vacant land
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	Buyer has offered \$159,900.00, subject to the Bidding Procedures. Buyer is paying all cash and is purchasing the Property “AS IS” without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.
LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Liens impacting the Property are identified in the Title Report. Pro-rata unpaid real property taxes will be paid, including all delinquent and supplemental real property taxes. The Jimenez Lien has been reconveyed as set forth above.  The sale of the Property shall be free and clear of the EDD Liens, and any other liens. To the extent there are disputed unresolved liens, such unresolved liens, if any, will attach to the proceeds of the sale in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order.
LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to overbids and the Bidding Procedures set forth in the Sale Motion below.

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LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of \$159,900.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and commissions are estimated to total approximately \$19,188.00 (includes costs of sale estimated at 2% of the purchase price and a commission of 10%.) The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates that after payment of the costs of sale, the 40% distribution to Larios, and the amount owed to TIAI, the net proceeds from the sale will be approximately \$84,427.20. The sale price and costs of sale are subject to Bankruptcy Court approval.
LBR 6004-1(c)(3)(H) If authorization if sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	The real estate broker commission shall not exceed 10% of the purchase price, to be split between the Trustee's Broker and the Buyers' Broker as follows: 5% to the Trustee's Broker and 5% to Realty Masters & Associates, the Buyer's Broker.
LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Other than city and county transfer taxes which are estimated to be \$484.00, the Trustee does not expect to pay capital gains taxes on the sale.
LBR 6004-1(c)(3)(J) Date which objection must be filed and served:	<b>Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by May 30, 2023).</b>

**II. RELIEF REQUESTED**

**A. Sale of the Property**

The Buyer has offered to purchase the Property for \$159,900.00, subject to overbids. Attached as **Exhibit 3** to the Bui Declaration is true and correct copy of the Vacant Land Purchase Agreement and Joint Escrow Instructions and related addendums (collectively the "Agreement"). Through the Sale Motion, the Trustee seeks a Court order that provides for the following:

1. Authorizing the Trustee to sell the Property to the Buyer on an "as-is" condition, with no expressed or implied warranties, pursuant to the terms and conditions

1 as set forth in the Agreement, subject to the Bidding Procedures set forth below, and for  
2 approval of the Bidding Procedures utilized.

3 2. Authorizing the sale of the Property free and clear of the EDD Liens, and any  
4 other liens, with liens not satisfied through the sale, if any, to attach to the sale proceeds  
5 in the same validity and priority as prior to the closing of the sale

6 3. Authorizing the Trustee to sign any and all documents convenient and  
7 necessary in pursuit of the sale as set forth above, including but not limited to any and all  
8 conveyances contemplated by the Agreement.

9 4. Approving the payment of the real estate commission in the total amount not  
10 to exceed 10% of the purchase price, to be divided as follows: 5% to the Trustee's Broker  
11 and 5% to Realty Masters & Associates, the Buyer's broker.

12 5. Authorizing the Trustee to pay the following from the sale proceeds through  
13 escrow: (i) real estate taxes, (ii) amount owed to TIAI for insurance premiums on the  
14 Property not to exceed \$1,200.00, (iii) city and county transfer taxes which are estimated  
15 to be \$484.00, and (iv) escrow fees and other costs of sale to be split between the Buyer  
16 and the Estate in the manner customary in Riverside County, California where the Property  
17 is located.

18 6. A determination by the Court that the Buyer is in good faith pursuant to  
19 Bankruptcy Code Section 363(m).

20 7. Waiving the fourteen day stay of the order approving the sale of the Property  
21 under Federal Rules of Bankruptcy Procedure 6004(h).

22 **B. Approval of the Bidding Procedures**

23 The Trustee has determined that it would benefit the Estate to permit all interested  
24 parties to receive information and bid for the Property instead of selling the Property to the  
25 Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for  
26 the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court  
27 approval of the following bidding procedures ("Bidding Procedures"):

28 1. Potential bidders must bid an initial amount of at least \$5,100.00 over the  
Purchase Price, (or **\$165,000.00**). Minimum bid increments thereafter shall be \$1,000.00.  
The Trustee shall have sole discretion in determining which overbid is the best for the  
Estate and will seek approval from the Court of the same.

2. Bids must be in writing and be received by the Trustee on or before **5:00 p.m.**  
**(California time) on June 6, 2023 (seven days prior to the hearing on the Sale Motion).**

3. Bids must be accompanied by certified funds in a minimum amount of  
\$20,000.00.

4. The bidder must also provide evidence of having sufficient specifically  
committed funds to complete the transaction or a lending commitment for the bid amount  
and such other documentation relevant to the bidder's ability to qualify as the purchaser of  
Property and ability to close the sale and immediately and unconditionally pay the winning  
bid purchase price at closing.

1 5. The bidder must seek to acquire the Property on terms and conditions not  
2 less favorable to the Estate than the terms and conditions to which the Buyers have agreed  
3 to purchase the Property as set forth in the Agreement with the Buyers, including no  
contingencies and closing on the sale in the same time parameters as the Buyers and  
Buyer's Broker.

4 6. All competing bids must acknowledge that the Property is being sold on an  
5 "AS IS" basis without warranties of any kind, expressed or implied, being given by the  
6 Seller, concerning the condition of the Property or the quality of the title thereto, or any  
7 other matters relating to the Property. The competing bidder must represent and warrant  
8 that he/she is purchasing the Property as a result of their own investigations and are not  
9 buying the Property pursuant to any representation made by any broker, agent, accountant,  
10 attorney or employee acting at the direction, or on the behalf of the Seller. The competing  
bidder must acknowledge that he/she has inspected the Property, and upon closing of  
Escrow governed by the Agreement, the competing bid buyer forever waives, for  
himself/herself, their heirs, successors and assigns, all claims against the Debtor, its  
attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually,  
and the law firm of which she is associated, Shulman Bastian Friedman & Bui LLP, her  
agents and employees, arising or which might otherwise arise in the future concerning the  
Property.

11 7. If overbids are received, the final bidding round shall be held at the hearing  
12 on the Sale Motion scheduled for **June 13, 2023 at 1:00 p.m., California Time, at the**  
13 **U.S. Bankruptcy Court, Courtroom 304, 3420 Twelfth Street, Riverside, California**  
14 **92501**), or if rescheduled, upon telephonic notice to the Buyer and the parties having  
15 submitted overbids in order to allow all potential bidders the opportunity to overbid and  
purchase the Property. At the final bidding round, the Trustee in the exercise of her  
business judgment and subject to Court approval, accept the bidder who has made the  
highest and best offer to purchase the Property, consistent with the Bidding Procedures  
("Successful Bidder").

16 8. At the hearing on the Sale Motion, the Trustee will seek entry of an order,  
17 *inter alia*, authorizing and approving the sale of the Property to the Successful Bidder. The  
hearing on the Sale Motion may be adjourned or rescheduled without notice other than by  
an announcement of the adjourned date at the hearing on the Sale Motion.

18 9. In the event the Successful Bidder fails to close on the sale of the Property  
19 within the time parameters approved by the Court, the Trustee shall retain the Successful  
20 Bidder's Deposit and will be released from the obligation to sell the Property to the  
Successful Bidder and the Trustee may then sell the Property to the First Back-Up Bidder  
approved by the Court.

21 10. In the event First Back-Up Bidder fails to close on the sale of the Property  
22 within the time parameters approved by the Court, the Trustee shall retain the First Back-  
23 Up Bidder's Deposit and will be released from her obligation to sell the Property to the First  
Back-Up Bidder and the Trustee may then sell the Property to the Second Back-Up Bidder  
approved by the Court.

24 The Bidding Procedures will be provided to all creditors and any potential bidders  
25 or parties who have shown an interest in the Property. A Notice of Sale of Estate Property  
26 will be filed with the Court for posting on the Court's website under the link "Current Notices  
27 of Sales", thereby giving notice to additional potential interested parties. The Broker will  
28 update the Multiple Listing Service to reflect the Bidding Procedures. Based on the

1 foregoing, the Trustee believes that under the circumstances of this case, the Property will  
2 have been appropriately marketed for bidding.

3 **III. LEGAL AUTHORITIES**

4 **A. There is a Good Business Reason for the Sale and the Sale is in the Best**  
5 **Interest of the Estate.<sup>2</sup>**

6 The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. § 704,  
7 which provides in relevant part as follows:

8 (a) The trustee shall—

9 (1) collect and reduce to money the property of the estate for  
10 which such trustee serves, and close such estate as  
11 expeditiously as is compatible with the best interests of parties  
12 in interest;

(2) be accountable for all property received;

13 11 U.S.C. §704(a). Further, the Trustee, after notice and hearing, may sell property of the  
14 estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a  
15 good business reason for the sale and the sale is in the bests interests of the estate. *In re*  
16 *Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel*  
17 *Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983).

18 In this case, the sale is anticipated to net the Estate approximately \$82,743.20,  
19 calculated as follows:

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28 <sup>2</sup> Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and  
authorities be filed in support of the Sale Motion, the Trustee is nevertheless submitting one.

1	Sale Price (or an amount as increased by successful overbid)	\$159,900.00												
2	Less, real estate commission (10%) and costs of sale (estimated at 2%)	(\$19,188.00)												
3	Estimated Net Proceeds <sup>3</sup>	\$140,712.00												
4	Less, 40% to Larios as follows:	(\$56,284.80)												
5	<table border="1"> <tr> <td>Riverside County Tax Collector (property taxes for 2022-2023) (estimated)</td> <td>\$6,355.00</td> </tr> <tr> <td>Riverside County Tax Collector (supplemental property taxes for 2021) (estimated)</td> <td>\$1,442.00</td> </tr> <tr> <td>Riverside County Tax Collector (delinquent property taxes for years 2017, 2018, 2019, 2020 and 2021) (estimated)</td> <td>\$35,000.00</td> </tr> <tr> <td>Less, payment of insurance premium (estimated)</td> <td>\$1,200.00</td> </tr> <tr> <td>Larios (estimated)</td> <td>\$12,287.80</td> </tr> <tr> <td>Total</td> <td>\$56,284.80</td> </tr> </table>	Riverside County Tax Collector (property taxes for 2022-2023) (estimated)	\$6,355.00	Riverside County Tax Collector (supplemental property taxes for 2021) (estimated)	\$1,442.00	Riverside County Tax Collector (delinquent property taxes for years 2017, 2018, 2019, 2020 and 2021) (estimated)	\$35,000.00	Less, payment of insurance premium (estimated)	\$1,200.00	Larios (estimated)	\$12,287.80	Total	\$56,284.80	
Riverside County Tax Collector (property taxes for 2022-2023) (estimated)	\$6,355.00													
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Less, payment of insurance premium (estimated)	\$1,200.00													
Larios (estimated)	\$12,287.80													
Total	\$56,284.80													
13	Estimated net proceeds for the benefit of the Estate (will increase if there is a successful overbid)	\$84,427.20												

15 **Discussion regarding the disbursement to Larios.** As set forth above, the  
16 Settlement Agreement provides that the Trustee would sell the Property and disbursement  
17 proceeds sixty percent (60%) to the Estate and forty percent (40%) to Larios and, until the  
18 Property is sold, Larios would maintain the Property by paying all mortgages, taxes,  
19 insurance, if any, and conducting all necessary maintenance. Despite the Settlement  
20 Agreement, Larios did not pay insurance or taxes. In light of the delinquent property taxes,  
21 the Agreement was modified pursuant to the Stipulation which provides that “[a]ll property  
22 taxes due and owing for the Property shall be deducted from Larios’s forty percent  
23 (40%) share of the net proceeds.” Unless otherwise ordered, the Trustee intends to pay  
24 the estimated taxes of \$42,797.00 to the Riverside County Tax Collector and the estimated  
25 insurance of \$1,200.00 to TIAI out of Larios’s forty percent (40%) share of the proceeds ,  
26 with a remaining balance of approximately \$12,000.00 to be paid to Larios.

27 \_\_\_\_\_  
28 <sup>3</sup> Pursuant to the Agreement and Stipulation, net proceeds is defined as proceeds from the gross sale price less (1) all reasonable closing costs and (2) broker’s sales commissions not to exceed ten percent (10%).

1 The sale is based on good business reason and is in the best interest of the Estate  
2 and the Estate expects to net approximately \$85,000.00. As detailed in the Bui Declaration,  
3 The Trustee will ensure that there will be a meaningful distribution to creditors of the Estate  
4 once she completes her review of claims and, if a purpose will be served, object to invalid  
5 claims. If the Sale Motion is not approved, the Estate will lose all potential benefit from the  
6 Property.

7 **B. The Sale is Made in Good Faith**

8 A purchaser of property is protected from the effects of reversal on appeal of the  
9 authorization to sell or lease as long as the Court finds the purchaser acted in good faith  
10 and the appellant fails to obtain a stay of the sale. See, Bankruptcy Code Section 363(m).

11 Here, the proposed Buyer was procured solely as a result of traditional marketing  
12 efforts. The Trustee, through her Broker, further submits that negotiations with the Buyer  
13 were made in an arms-length fashion. The Trustee has no relationship with the Buyer  
14 other than as buyer/seller and there was no self-dealing associated with this sale.  
15 Accordingly, the Trustee requests that the Court make a finding that Buyer is a good-faith  
16 purchaser of the Property, within the meaning of Section 363(m).

17 **C. The Proposed Sale Should be Allowed Free and Clear of Liens**

18 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy  
19 estate “free and clear of any interest in such property of an entity,” if any one of the following  
20 five conditions is met:

- 21 (1) applicable non-bankruptcy law permits a sale of such property  
22 free and clear of such interest;
- 23 (2) such entity consents;
- 24 (3) such interest is a lien and the price at which such property is to  
25 be sold is greater than the aggregate value of all liens on such property;
- 26 (4) such interest is in bona fide dispute; or
- 27 (5) such entity could be compelled, in a legal or equitable  
28 proceeding, to accept money satisfaction of such interest.

11 U.S.C. § 363(f).

1 Section 363(f) is written in the disjunctive and thus only one of the enumerated  
2 conditions needs to be satisfied for Court approval to be appropriate. The Trustee  
3 proposes to sell under section 363(f)(4).

4 **1. Section 363(f)(4) – Bona Fide Dispute**

5 A bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D.  
6 Ga. 1991) as a “genuine issue of material fact that bears upon the debtor’s liability, or  
7 meritorious contention as to the application of law to undisputed facts.” *Id.* at 407. In *In re*  
8 *Milford Group, Inc.*, 150 B.R. 904 (Bankr. M.D. Pa. 1992), the court stated it need not  
9 resolve a bona fide dispute, but must determine whether the issues presented are genuine  
10 as to the existence of a bona fide dispute. In doing so, the *Milford* Court found that the  
11 debtor had met its burden to establish cause for the Court to allow for the sale of the  
12 property, free and clear of liens. Here, the Trustee asserts that the EDD Liens did not  
13 attach to the Property due to the automatic stay, and any attachment would have violated  
14 the stay, rendering it void. Consequently, a genuine dispute arises regarding the  
15 attachment of EDD Liens to the Property since the Estate acquired it post-petition through  
16 a settlement with Larios.

17 Requiring resolution of those issues before the sale of the Property may likely take  
18 substantial time, effort and expense by the parties. The need to resolve the EDD Liens,  
19 however, should not hinder, delay or in any way inhibit the Trustee’s efforts to maximize  
20 the value of the sale of Property for the Estate. Thus, approval for the avoidance of the  
21 EDD liens as disputed liens pursuant to Bankruptcy Code Section 363(f)(4) is appropriate.  
22 Notwithstanding, the Trustee intends to reach out to EDD to resolve the matter prior to the  
23 hearing on the Sale Motion.

24 Based on the Title Report, there does not appear to be any other lienholders.  
25 However, out of an abundance of caution, to the extent there are any unresolved liens that  
26 may surface before the close of escrow, the Trustee proposes to sell under section  
27 363(f)(4), as unresolved liens and interests against the Property, if any, will be disputed by  
28

1 the Trustee and shall attach to the sale proceeds with the same force, effect, validity, and  
2 priority as such liens or interests had with respect to the Property prior to the sale.

3 **D. The Court has Authority to Waive the Fourteen Day Stay of Sale.**

4 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing  
5 the use, sale or lease of property other than cash collateral is stayed until the expiration of  
6 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P.  
7 6004(h). The Trustee desires to close the sale of the Property as soon as practicable after  
8 entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in  
9 the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the  
10 fourteen day stay requirement.

11 **IV. CONCLUSION**

12 Based on the reasons set forth above, the Trustee respectfully submits that good  
13 cause exists for granting the Sale Motion and requests that the Court enter an order as  
14 follows:

15 1. Authorizing the Trustee to sell the Property to the Buyer pursuant to the terms  
16 and conditions of the Agreement and its addendums, which are attached as **Exhibit 3** to  
17 the Bui Declaration.

18 2. Authorizing the sale of the Property free and clear of the EDD Liens, and any  
19 other liens, with liens not satisfied through the sale, if any, to attach to the sale proceeds  
20 in the same validity and priority as prior to the closing of the sale.

21 3. Authorizing the Trustee to sign any and all documents convenient and  
22 necessary in pursuit of the sale, including any and all conveyances contemplated by the  
23 Agreement attached as **Exhibit 3** to the Bui Declaration.

24 4. Approving the payment of the real estate commission in the total amount not  
25 to exceed 10% of the final purchase price, to be split between the Trustee’s Broker and the  
26 Buyer’s Broker as follows: 5% to the Trustee’s Broker and 5% to Realty Masters &  
27 Associates, the Buyer’s Broker.

28 ///

1 5. Authorizing the Trustee to pay the following from the sale proceeds through  
2 escrow: (i) real estate taxes<sup>4</sup>, (ii) amount owed to TIAI for insurance premiums on the  
3 Property not to exceed \$1,200.00, (iii) city and county transfer taxes which are estimated  
4 to be \$484.00, and (iv) escrow fees and other costs of sale to be split between the Buyer  
5 and the Estate in the manner customary in Riverside County, California where the Property  
6 is located.

7 6. A determination by the Court that the Buyer is in good faith pursuant to  
8 Bankruptcy Code Section 363(m).

9 7. Waiving the fourteen day stay of the order approving the sale of the Property  
10 under Federal Rules of Bankruptcy Procedure 6004(h) and thus authorizing the Trustee to  
11 close escrow as soon as practicable but in no event later than 15 days after entry of the  
12 sale order, unless extended by the Trustee at her sole discretion.

13 8. Authorizing closing of the escrow as soon as practicable.

14 9. For such other and further relief as the Court deems just and proper under  
15 the circumstances of this case.

16 Dated: May 23, 2023 /s/ Lynda T. Bui

17 \_\_\_\_\_  
Lynda T. Bui  
18 Chapter 7 Trustee

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28 <sup>4</sup> As set forth above, pursuant to the Stipulation, all property taxes, including delinquent and current, will be deducted from Lario's forty percent (40%) share of the net sale proceeds.

1 **DECLARATION OF LYNDA T. BUI**

2 I, Lynda T. Bui, declare and state as follows:

3 1. I am the Chapter 7 Trustee for the bankruptcy estate of *In re DDI Distribution*  
4 *of California LLC dba DDI Distribution, Inc.* ("Debtor"). I have personal knowledge of the  
5 facts set forth herein and could, if called as a witness, competently testify thereto.

6 2. I am familiar with the Debtor's bankruptcy proceeding and make this  
7 Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of*  
8 *the Estate Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f),*  
9 *Subject to Overbids, Combined With Notice of Bidding Procedures and Request for*  
10 *Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate*  
11 *Commission; and (3) Granting Related Relief* ("Sale Motion"). Unless otherwise defined,  
12 capitalized terms in this Declaration have the meaning as set forth in the Sale Motion.

13 3. The Court docket reflects that the Debtor filed a chapter 7 bankruptcy petition  
14 on July 27, 2019, in the United States Bankruptcy Court, Central District of California, Case  
15 No. 6:19-bk-16545-MW.

16 4. The deadline for filing claims in this case was June 23, 2019. Government  
17 claims were due by January 23, 2020. There have been six (6) unsecured claims filed  
18 totaling \$977,616.19, of which \$840.73 represents priority claims and \$976,775.46  
19 represents general unsecured claims.

20 5. Property of the Estate includes the real property located at 17580 Wicker  
21 Way, Riverside, California 92504 ("Property").

22 6. On June 23, 2020, I caused to be filed an adversary proceeding against Peter  
23 Larios ("Larios") and others for claims relating to the prepetition diminution and loss of  
24 property of the Debtor, commencing *Bui v. Pal Distribution, Inc., et al.*, Adv. No. 6:20-ap-  
25 01118-MW ("Adversary Proceeding"). Larios denied all wrongdoing in connection with the  
26 Adversary Proceeding.

27 7. On March 23, 2021, I caused to be filed a Motion for Order Approving  
28 Settlement and Compromise of Disputes between the Bankruptcy Estate and Peter Larios

1 (“Compromise Motion”) [docket no. 77]. Through the Compromise Motion, I requested that  
2 the Court approve a certain settlement agreement (“Settlement Agreement”) between me  
3 and Larios that provided that: (a) Larios would deliver a Grant Deed for the Property to be  
4 recorded, (b) I would sell the Property and distribute proceeds sixty percent (60%) to the  
5 Estate and forty percent (40%) to Larios, and (c) until the Property is sold, Larios would  
6 maintain the Property by paying all mortgages, taxes, insurance, if any, and conducting all  
7 necessary maintenance.

8 8. The Court granted the Compromise Motion and approved the Settlement  
9 Agreement pursuant to the Order entered May 3, 2021 [docket no. 83].

10 9. Attached hereto as **Exhibit 1** is a true and correct copy of a preliminary title  
11 report (“Title Report”) on the Property which lists the liens and encumbrances impacting  
12 the Property and reflects that title to the property is vested in my name, “solely [sic] in her  
13 capacity as the Chapter 7 Trustee of the bankruptcy estate of In re DDI Distribution of  
14 California, LLC, Case No. 6:19-bk-16545-MW.”

15 10. The Title Report reflects a lien in favor of Luis Jimenez and Elizabeth Jimenez  
16 (the “Jimenez Lien”). Pursuant to the Settlement Agreement, Larios provided me with a  
17 Substitution of Trustee and Full Reconveyance of the Jimenez Lien which was recorded in  
18 the Official Records of the Riverside County Recorder’s Office on June 8, 2021 as  
19 Instrument No. 2021-0347950. I will reach out to the Title Company and provide an  
20 explanation and/or additional documents to reflect that the Jimenez Lien has been  
21 eliminated pursuant to the Court-approved Settlement Agreement.

22 11. The Title Report also reflects the following liens recorded against the  
23 Property by the State of California Employment Development Department: (1) February 6,  
24 2020 in the amount of \$11,948.14 for the tax period October 1, 2018 to December 31, 2018  
25 and (2) December 21, 2021 in the amount of \$26,082.88 for the tax period April 1, 2019 to  
26 September 30, 2019 (collectively, the “EDD Liens”). The EDD Liens were recorded post-  
27 petition and in violation of the automatic stay and therefore void.

28

1           12. As part of the Settlement Agreement, Larios agreed that until the Property is  
2 sold, he would maintain the Property by paying all mortgages, taxes, insurance, if any, and  
3 conducting all necessary maintenance. Despite the Settlement Agreement, Larios did not  
4 pay insurance. As such, I procured a general liability insurance policy through Trustee  
5 Insurance Agency, Inc. ("TIAI") which was financed through Trustee Resource Group. The  
6 Estate currently owes \$1,118.36 to TIAI for insurance premiums and finance charges.  
7 Through the Sale Motion, I am requesting Court approval to pay TIAI the outstanding  
8 amount due which is estimated not to exceed \$1,200.00.

9           13. Larios also did not pay real property taxes. After learning about the  
10 arrearages in July 2021 and thereafter, I entered into a Stipulation with Larios to modify  
11 the Settlement Agreement ("Stipulation"), a true and correct copy of which is attached here  
12 as **Exhibit 2**. Pursuant to the Stipulation, the Settlement Agreement was modified to reflect  
13 that all property taxes due and owing for the Property would be deducted from Lario's forty-  
14 percent (40%) of the net proceeds. The Title Report reflects delinquent and supplemental  
15 property taxes for tax years 2017 through 2023 totaling in excess of \$42,000.00.

16           14. On May 24, 2021, I caused to be filed an Application for an Order Authorizing  
17 Employment of Elite Premier Properties as Real Estate Broker ("Application") [docket no.  
18 85]. Pursuant to Court Order entered on July 6, 2021 [docket no. 87], I was authorized to  
19 employ Elite Premier Properties ("Broker") as my real estate broker to assist with the  
20 marketing and sale of the Property. The Broker initially listed the Property for sale at  
21 \$395,000.00.

22           15. The Property consists of ten acres of vacant land in the City of Riverside. The  
23 Property is unique in that it is zoned A-2 which provides the owner an opportunity to engage  
24 in agricultural activities. The Property is located in a rural setting and has 360 degree views  
25 from the hilltop location for which the Property is situated. The Property is very  
26 mountainous and most of the acreage is unusable for a variety of reasons.

27           16. The Property has been on the market since May 2021. Professional photos,  
28 aerial images and a drone video were included in the listing which appeared in the MLS,

1 CoStar and LoopNet. During the first two months of marketing the Property, several  
2 brokers, as well as a number of potential buyers reached out to the Broker, but it became  
3 apparent that many questions needed to be answered before any traction could be gained  
4 with potential buyers. For example, there is a dirt road leading to the Property and  
5 interested parties inquired as to whether the road was a legal access road or if there was  
6 an easement that would allow the owner to go onto the dirt road. Another question related  
7 to the availability of water and sewer. Also, it was discovered that the Property was deemed  
8 to be “non-conforming” with the City of Riverside as they had no records of a survey for the  
9 Property or an application to certify the parcel. Based on these issues and potential  
10 challenges, the Broker reached out to various city and county officials to obtain information  
11 that could be relayed to brokers and potential buyers. The listing price for the Property  
12 was reduced several times during the period May 2021 to December 2021 with the last  
13 listing price of \$299,900.00 before the listing agreement expired.

14 17. Once the issues were addressed, it was determined that a prospective buyer  
15 of the Property would be an investor/developer, custom home builder, or a homeowner  
16 interested in a unique, and picturesque, hilltop estate and the Broker focused on marketing  
17 the Property to this type of buyer. In May 2022, the Property was re-listed for sale at  
18 \$249,000.00. Despite many inquiries since the price reduction, an offer for \$249,000.00  
19 was received but after unforeseen delays, the offer was withdrawn. I received two  
20 additional offers for \$178,900.00 and \$200,000.00 but after conducting due diligence  
21 and/or the exchange of counters, the offers were withdrawn.

22 18. My Broker continued to market the Property for sale and fielding many calls  
23 and inquiries regarding the Property, but after agents and potential buyers began their  
24 investigations, they all lost interest due to the various issues that limit the use of the  
25 Property. The listing agreement was extended in November 2022 and the listing price for  
26 the Property was reduced to \$209,000.00 and reduced to \$199,000.00 in January 2023.  
27 The listing price was further reduced to \$159,900.00 on April 21, 2023.

28

1 19. Following the most recent list price reduction, the Broker fielded multiple calls  
2 and inquiries regarding the Property. A total of six (6) offers were received and reviewed  
3 by me and my Broker. The full price offer of \$159,900.00 from Jose Luis Robles ("Buyer")  
4 was the offer that I accepted. The offer from the Buyer is the result of negotiations between  
5 me and the Buyer for the highest and best offer. Attached here as **Exhibit 3** is a true and  
6 correct copy of the Vacant Land Purchase Agreement and Joint Escrow Instructions and  
7 related addendums.

8 20. The Estate does not have the funds to obtain a formal written appraisal for  
9 the estimated value of the Property. Notwithstanding, the best determination of price is the  
10 market, which has spoken. Further, the Broker has more than twenty years of experience  
11 in the sale of real property as well as property valuations and is familiar with valuing real  
12 property in today's economic environment. He believes that the current sale price is  
13 consistent with local area comparable properties and the challenges and uniqueness of  
14 the Property.

15 21. The listing agreement with the Broker provides for a real estate commission  
16 to be paid upon the sale of the Property in an amount not to exceed ten percent (10%) of  
17 the total purchase price. The commission will be paid as follows: five percent (5%) to the  
18 Trustee's Broker and five percent (5%) to Realty Masters & Associates, the Buyer's Broker

19 22. I believe that the proposed sale, subject to overbids, will be at fair market  
20 value. Given that the sale is subject to overbids, it is anticipated that the Estate will receive  
21 the best and highest value for the Property and therefore the proposed sale price is fair  
22 and reasonable.

23 23. As is my practice in administering Chapter 7 cases, I am guided by the  
24 fundamental principle that the funds generated will make a meaningful distribution to  
25 unsecured creditors, including unsecured priority creditors. As such and as necessary, I  
26 intend to ask my professionals to reduce their fees and costs to ensure a meaningful  
27 distribution to creditors, which amount or percentage I will know after I thoroughly review  
28 claims and towards the end of the case.

1 24. Notwithstanding, here is the information available currently. The Estate is in  
2 possession of approximately \$19,000.00. With the additional estimated sales proceeds,  
3 the Estate will have approximately \$100,000.00. The administrative fees, including the  
4 attorneys' fees incurred because of the litigation, exceeds that amount.<sup>5</sup> I believe the  
5 approximate \$975,000.00 in filed unsecured claims will be reduced substantially. For  
6 example, the claim for \$700,000.00 is unliquidated and the basis for the claim appears to  
7 be the Estate's claim for avoidance.

8 25. So that the Court has the background information, when the parties settled  
9 the lawsuit against Larios, the value represented for the Property was over \$400,000.00.  
10 In fact, the County Assessor assessed the Property to have a value of approximately  
11 \$500,000.00. Attached here as **Exhibit 4** is a true and correct copy the Supplemental  
12 Property Tax Bill for the Property showing an assessed value of \$500,000.00. However,  
13 the Property turned out to have many issues that discouraged potential buyers. I have had  
14 to reduce the price significantly over time. The other alternative is for the Estate to abandon  
15 the Property. That option is not viable financially because I would then have to also  
16 abandon the funds already collected, all of which will go back to the principals of the Debtor,  
17 the same ones who were sued for wrongdoing. Creditors would not receive anything.  
18 Proceeding with the sale will ensure that creditors with valid claims will receive a

19  
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21 <sup>5</sup> Currently, the estimated administrative claims are calculated as follows:

<u>Administrative Claims</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
Trustee (estimated)	\$8,462.00	\$500.00	\$8,962.00
Trustee's counsel (estimated)	\$169,000.00	\$5,708.00	\$174,708.00
Accounting Fees (estimated)	\$2,000.00	\$200.00	\$2,200.00
Franchise Tax Board (Claim #4)	\$3,758.00	n/a	\$3,758.00
Total	\$183,220.00	\$6,408.00	\$189,628.00

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28

1 distribution as I am confident that my professionals will reduce fees to ensure a meaningful  
2 distribution.

3 26. For the reasons set forth in the Sale Motion and this Declaration, I believe  
4 that good cause exists to grant the Sale Motion and respectfully request that the Court  
5 grant the Sale Motion so that I do not lose this valuable business opportunity to liquidate  
6 the Property and distribute funds to creditors of the Estate.

7 I declare under penalty of perjury pursuant to the laws of the United States of  
8 America that the foregoing is true and correct.

9 EXECUTED on May 23, 2023, at Irvine, California.

10 */s/ Lynda T. Bui*

11 \_\_\_\_\_  
Lynda T. Bui

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# **Exhibit 1**

## **Title Report**



**Mindy Beckham**  
Title Officer

Stewart Title of California, Inc.  
2801 Townsgate Rd #111  
Westlake Village, CA 91361  
Phone: (805) 367-5628  
Fax:  
teammindy@stewart.com

## PRELIMINARY REPORT

Order No.: 1782353  
Your File No.:  
Buyer/Borrower Name:  
Seller Name: Ddi Distribution Of Calif and Lynda T Bui

Property Address: 17580 Wicker Way, Riverside, CA 92504

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of May 1, 2023 at 7:30AM

**Update No. 2**

**When replying, please contact:** Mindy Beckham, Title Officer

Stewart Title of California, Inc.  
2801 Townsgate Rd #111  
Westlake Village, CA 91361  
(805) 367-5628  
teammindy@stewart.com

**IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.**

## **PRELIMINARY REPORT**

**The form of Policy of Title Insurance contemplated by this report is:**

- Standard Coverage Owner's Policy
- Extended Coverage Owner's Policy
- CLTA/ALTA Homeowners Policy
- Standard Coverage Loan Policy
- Extended Coverage Loan Policy
- Short Form Residential Loan Policy
- 

## **SCHEDULE A**

**The estate or interest in the land hereinafter described or referred to covered by this report is:**

FEE

**Title to said estate or interest at the date hereof is vested in:**

[Lynda T. Buj](#), solely in her capacity as the Chapter 7 Trustee of the bankruptcy estate of In re DDI  
Distribution of California, LLC, Case No. 6:19-bk-16545-MW

## **LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:**

The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 3 South, Range 5 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, records of Riverside County, California.

APN: 273-250-004

(End of Legal Description)

### **MAP**

THE MAP(S) CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCEL(S) SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE OF CALIFORNIA, INC. AND STEWART TITLE GUARANTY COMPANY ASSUME NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S).

## SCHEDULE B

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

**Taxes:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2023 - 2024.
- B. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2022 - 2023:
  - 1st Installment : \$2,871.37
  - Status 1st : Delinquent
  - Delinquent Date : December 12, 2022
  - Penalty : \$287.13
  - 2nd Installment: : \$2,871.37
  - Status 2nd : Delinquent
  - Delinquent Date : April 10, 2023
  - Penalty : \$325.19
  - Parcel No. : 273-250-004
  - Code Area/Tracer No. : 088-039
- C. Supplemental taxes for the fiscal year 2021 issued pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State California:
  - 1st Installment : \$638.09
  - Status 1st : Delinquent
  - Delinquent Date : December 10, 2022
  - Penalty : \$63.80
  - 2nd Installment : \$638.09
  - Status 2nd : Delinquent
  - Delinquent Date : April 10, 2023
  - Penalty : \$101.86
  - Parcel No. : 273-250-004
- D. Property taxes have been declared defaulted for non-payment of delinquent taxes for the fiscal year(s) 2017, 2018, 2019, 2020 & 2021 for Parcel No. 273-250-004. Amounts due show as follows:
  - Amount: \$34,576.59 due by May 31, 2023
  - Amount: \$34,894.84 due by June 30, 2023Prior to recording, the final amounts due must be confirmed with tax collector.
- E. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- F. Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.
- G. Prior to recording, the final amount due for taxes must be confirmed with tax collector.

**Exceptions:**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
8. Water rights, claims or title to water in, on or under the Land, whether or not shown by the public records.
9. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the public records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
10. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:  
Amount : \$240,000.00  
Dated : July 25, 2013  
Trustor : Peter Larios, a married man as his sole and separate property  
Trustee : First American Title Company, a California corporation  
Beneficiary : Luis Jimenez and Elizabeth Jimenez, husband and wife as joint tenants  
Recorded : July 31, 2013 as Instrument No. [2013-0371526](#) of Official Records.

Said Deed of Trust was reconveyed by document recorded June 8, 2021 as Instrument No. [2021-0347950](#) of Official Records. This Deed of Trust does not appear to have been paid off in connection with another loan and therefore, in order to eliminate this Deed of Trust from the title

policy, you must provide documentation, satisfactory to the Stewart Title Guaranty Company, that this Deed of Trust was paid in full.

12. State tax lien filed against PAL Distribution, Inc., DDI Distribution, in the amount of \$11,948.14 and other amounts due thereunder, recorded February 6, 2020 as Instrument No. [2020-0059071](#) of Official Records.
13. State tax lien filed against PAL Distribution, Inc., DDI Distribution, in the amount of \$26,082.88 and other amounts due thereunder, recorded December 21, 2021 as Instrument No. [2021-0748239](#) of Official Records.
14. In order to insure a conveyance, acquisition or encumbrance by the limited liability company named below, you must provide the following:  
Limited liability company: DDI Distribution of California, LLC, a suspended LLC  
(a) A certified copy of the articles of organization (Form LLC-1), and any filed amendment (Form LLC-2) or restatement (Form LLC-10), if applicable.  
(b) A copy of the operating agreement and any amendments.  
Additional requirements or items may be requested upon review of the required documents set forth above.
15. In order to insure, provide for review and approval prior to recording, a copy of the proposed draft of the order from the Bankruptcy Court authorizing the contemplated transaction. Once approved, provide a certified copy of a final, non-appealable order.  
Additional requirements or items may be requested upon review of the required documents set forth above.
16. In order to insure, provide for review and approval prior to recording, a certified copy of the Certificate of Revivorship or Statement of Good Standing.  
Additional requirements or items may be requested upon review of the required documents set forth above.
17. To assist in the clarifying, confirming and eliminating certain title matters, provide to Stewart Title, prior to recording, a completed Statement of Information for all identified and known Sellers/Owners in this transaction.

(End of Exceptions)

## **NOTES AND REQUIREMENTS**

- A. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review. The only transfers or conveyances shown in the public records within 24 months of the date of this report are:

Peter Larios, a married man as his sole and separate property, as Grantor and Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee of the bankruptcy estate of In re DDI Distribution of California, LLC, Case No. 6:19-bk-16545-MW, as Grantee, recorded June 8, 2021 as Instrument No. [2021-0347951](#), Official Records.

- B. If an Owner's Policy of title insurance is requested, a CLTA Standard Coverage Owner's Policy will be issued unless instructed otherwise. If a different form of policy is desired, please contact your Title Officer.
- C. All Transactions - Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually named documents, for review and acknowledgment prior to closing.
- D. All Transactions - Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- E. All Transactions - Seller(s)/Owner(s) are provided Stewart Title Guaranty Company's Owner's Affidavit and Indemnity for completion and submission prior to closing

## **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## **Procedures to Accompany the Restrictive Covenant Modification Form**

The law prohibits unlawfully restrictive covenants based upon:

“...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

As the individual holding or acquiring an interest in the property, you may have any unlawfully restrictive covenants “removed”, which means “redacted.”

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder’s office, a “Restrictive Covenant Modification” form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder’s office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

The process at the county recorder’s office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

**RECORDING REQUESTED BY**

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY  
STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

**RESTRICTIVE COVENANT MODIFICATION**

**(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)**

I(We) \_\_\_\_\_  
have or are acquiring an ownership interest of record in the property located at \_\_\_\_\_  
\_\_\_\_\_ that is covered by the  
document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ in book \_\_\_\_\_ and page \_\_\_\_\_ or instrument number \_\_\_\_\_ of the official records of the County of \_\_\_\_\_, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

\_\_\_\_\_  
(Signature of Submitting Party)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature of Submitting Party)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_ County Council, or their designee, pursuant to Government Code Section 12956.2, hereby states that it has been determined that the original document referenced above \_\_\_\_\_ Does \_\_\_\_\_ Does Not contain an unlawful restriction and this modification may be recorded.

County Council  
By:

\_\_\_\_\_  
Date:

\_\_\_\_\_



Stewart Title of California, Inc.  
2801 Townsgate Rd #111  
Westlake Village, CA 91361  
Phone: (805) 367-5628  
Fax:  
teammindy@stewart.com

**Date:** July 27, 2022  
**Title Officer:** Mindy Beckham  
**Order No.:** 1782353  
**Property Address:** 17580 Wicker Way, Riverside, CA 92504

## **UNLAWFULLY RESTRICTIVE COVENANTS ACKNOWLEDGMENT AND INDEMNIFICATION**

STEWART TITLE OF CALIFORNIA, INC.  
IS LICENSED BY THE STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE LICENSE NO. 388

The undersigned hereby acknowledge receipt of (1) the statutory required language describing unlawfully restrictive covenants in the title product from Stewart Title of California, Inc. ("Stewart Title"); (2) a copy of the Restrictive Covenant Modification (RCM) form; (3) the procedures describing how to have, when applicable, an unlawfully restrictive covenant of record updated; and (4) when applicable, notice of actual knowledge of a potential unlawfully restrictive covenant.

The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above-described transaction and have received a copy of this acknowledgment as evidenced by the signature below

If the undersigned requested of Stewart Title assistance with preparation of the RCM form, the undersigned attests that Stewart Title is directly involved in the pending transaction and that the request to Stewart Title was made prior to close of escrow. The undersigned agrees and understands that Stewart Title will provide guidance in my/our preparation of the RCM and required attachments and/or may submit such RCM package to the county recorder on my/our behalf. The undersigned agrees that Stewart Title shall have no liability associated with the creation or preparation of and/or recordation of a RCM and its attachments.

The undersigned acknowledge and understand that Stewart Title will rely upon this acknowledgment as evidence that Stewart Title has fulfilled its duties and obligations under the law with respect to unlawfully restrictive covenants. The undersigned jointly and severally agree to hold harmless Stewart Title of California, Inc., its officers, employees, agents, parent, affiliated and subsidiary companies, including Stewart Title Guaranty Company, and successors and assigns from and against any and all damages or liability and agree to reimburse Stewart Title for all losses, costs, charges, attorneys' fees or other expenses which shall or may at any time be suffered, sustained or incurred by reason of, or in consequence of or related to these unlawfully restrictive covenants and the RCM submission and form.

The undersigned acknowledges and understands that Stewart Title will rely upon this acknowledgement as evidence that Stewart Title has fulfilled its duties and obligations under the law with respect to unlawfully restrictive covenants. The undersigned jointly and severally agree to hold harmless Stewart Title of California, Inc., its officers, employees, agents, parent, affiliated and subsidiary companies, including Stewart Title Guaranty Company, and successors and assigns from and against

**EXHIBIT "1"**

any and all damages or liability and agree to reimburse Stewart Title for all losses, costs, charges, attorneys' fees or other expenses which shall or may at any time be suffered, sustained or incurred by reason of, or in consequence of or related to these unlawfully restrictive covenants and the RCM form and submission.

Ddi Distribution Of Calif

By: \_\_\_\_\_

\_\_\_\_\_  
Lynda T Bui

**EXHIBIT "1"**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 1782353  
Escrow No.: 1782353

The land referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:

The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 3 South, Range 5 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, records of Riverside County, California.

APN: 273-250-004

(End of Legal Description)

**EXHIBIT "1"**

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: July 27, 2022

File No.: 1782353

Property: 17580 Wicker Way, Riverside, CA 92504

From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Stewart Insurance Settlement Service</i></b>	<b><i>Charge or range of charges</i></b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING  
AND APPROVAL OF STEWART TITLE GUARANTY COMPANY  
PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND  
AFFILIATED BUSINESS ARRANGEMENT  
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Ddi Distribution Of Calif

By: \_\_\_\_\_

\_\_\_\_\_  
Lynda T Bui

**CALIFORNIA LAND TITLE ASSOCIATION**  
**STANDARD COVERAGE POLICY – 1990**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - c) resulting in no loss or damage to the insured claimant;
  - d) attaching or created subsequent to Date of Policy; or
  - e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division;
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### PART I

1. (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
(b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

#### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy..

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protectionor the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing- business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

File No.: 1782353

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 1782353

**EXHIBIT "1"**

## STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: 1782353

Property: 17580 Wicker Way, Riverside, CA 92504

APN: 273-250-004

In connection with the request of the Undersigned ("Applicant") for the preparation and issuance of title insurance, Applicant provides this completed STGC Title Premium Discount Application and Confirmation of Eligibility ("Request Form") for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California, Inc. (collectively hereafter referred to as "Stewart Title") in connection with pricing the title premium in the above referenced transaction:

1. Applicant understands that Stewart Title has available for qualifying requestors a 10% discount on the title insurance premium charged under certain circumstances; however, all endorsement fees and other charges are not discounted.
2. Applicant understands that Stewart Title is only able to provide such discount if requested through providing this completed Request Form and is received by Stewart Title at least five (5) business days prior to recording of the transaction to which a discount is requested.
3. Applicant understands that Stewart Title prohibits combined discounts; accordingly, Stewart Title will provide this requested discount and disregard other applicable discounts, if any, when eligibility requirements for such discount are satisfied.
4. Applicant requests the following discount and affirms that Applicant meets the criteria and requirements set forth to qualify for such selected discount (SELECT ONLY ONE QUALIFYING DISCOUNT):

- Active military personnel and honorably discharged veteran discount\* – To qualify for an active military personnel or honorably discharged veteran discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is engaged in full-time, active duty in the military on the date signed below or was a honorably discharged veteran.
- Senior citizen discount – To qualify for a senior citizen discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is 55 years of age or older on the date signed below.

\*Active military personnel and honorably discharged veterans include those members from the following U.S. military services branches: Air Force, Army, Coast Guard, Marine Corps, Navy and Space Force, and any active Reserve members of these military services branches and any active members of the Air or Army National Guard.

- First-time homebuyer discount – To qualify for a first-time homebuyer discount: (1) the property being purchased is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s) is a U.S. citizen, permanent resident or qualified alien and has either never owned any property or, has not been an owner in a primary residence for the last three calendar years from the date signed below.
  
- First responder discount – To qualify for a first responder discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is currently employed as a police officer, firefighter, paramedic or emergency medical technician on the date signed below.

This Request Form is completed under penalty of perjury and is made for the purpose of inducing Stewart Title to provide the title premium discount, and the representations contained herein are material to such insurance coverage pricing. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain to the extent any representation contained herein is incorrect. The undersigned understands that Stewart Title may decide not to provide the requested title insurance despite the information and affirmations contained herein.

**PLEASE READ AND COMPLETE THE STGC TITLE PREMIUM DISCOUNT REQUEST FORM ON THE PREVIOUS PAGE BEFORE SIGNING BELOW. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD CONTACT YOUR LOCAL STEWART TITLE PROFESSIONAL.**

**THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Stewart Title of California, Inc. STATEMENT OF INFORMATION

CONFIDENTIAL

THE STREET ADDRESS of the property in this transaction is: (IF NONE LEAVE BLANK)

ADDRESS 17580 Wicker Way CITY Riverside, CA 92504

IMPROVEMENTS: [ ] SINGLE RESIDENCE [ ] MULTIPLE RESIDENCE [ ] COMMERCIAL

OCCUPIED BY: [ ] OWNER [ ] TENANTS

CONSTRUCTION OR IMPROVEMENTS WITHIN THE LAST 6 MONTHS? [ ] YES [ ] NO

IF YES, STATE NATURE WORK DONE

PARTY 1

PARTY 2

FIRST MIDDLE LAST

FIRST MIDDLE LAST

FORMER LAST NAME(S), IF ANY

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

BIRTHPLACE BIRTH DATE

Social Security No. DRIVER'S LICENSE NO.

Social Security No. DRIVER'S LICENSE NO.

Home Cell [ ] AM SINGLE [ ] AM MARRIED [ ] HAVE A DOMESTIC PARTNER

Home Cell [ ] AM SINGLE [ ] AM MARRIED [ ] HAVE A DOMESTIC PARTNER

Date of Marriage or Partnership

Date of Marriage or Partnership

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 2):

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 1):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

Dissolutions pending Yes No (circle one) Required to make child support payments? Yes No (circle one) Required to make Family support payments? Yes No (circle one)

Dissolutions pending Yes No (circle one) Required to make child support payments? Yes No (circle one) Required to make Family support payments? Yes No (circle one)

If paying former spouse directly, please provide address:

If paying former spouse directly, please provide address:

OCCUPATIONS FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Occupation Firm Name Street and City No. Years

Party 2: Occupation Firm Name Street and City No. Years

RESIDENCES FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Street No. Street Name City No. Years

Party 2: Street No. Street Name City No. Years

Email Address

If you would like us to contact you by email, please provide your email address

Home Phone: Business Phone: Cell Phone:

The undersigned declare, under penalty of perjury, that foregoing is true and correct.

Signature: Date: Signature: Date:

## OWNER'S AFFIDAVIT AND INDEMNITY

**Order No.:** 1782353

**Address/Location:** 17580 Wicker Way, Riverside, CA 92504

**APN:** 273-250-004

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY, and its policy issuing agent STEWART TITLE OF CALIFORNIA, INC. (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").
2. The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**  

---
3. Other than the Affiant, there are no parties entitled to possession of the Land other than the following: **(If none, please state "none")**  

---
4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: **(If none, please state "none")**  

---
5. All assessments by a management company or owners' association, or for common area or building maintenance, if any, are paid current or are not yet due and payable except for the following. **(If none, please state "none")**  

---
6. There are no pending contemplated repairs/improvements to the Land, except the following: **(If none, please state "none")**  

---
7. There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**

This work performed, as detailed above, was completed on \_\_\_\_\_ (date of completion).

8. Affiant is not aware of the existence of any of the following:
  - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.
  - b. Adjoining property improvements encroaching onto the Land.
  - c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
  - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Land.
  - e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance
  - f. Any pending litigation involving the Land, the Affiant or any other property owner currently in title.
  - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
  - h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.
  - i. Any pending assessments for Community Facility Districts.
  - j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.

- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- l. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

**With regard to 8a.-8l, except as follows: (If none, please state "none")**

- 
- 9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.
  - 10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: **(If none, please state "none")**
- 
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

Creditor

Approximate Balance


- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: **(If none, please state "none")**
- 
- 13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**
- 
- 14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.
  - 15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

**PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.**

Ddi Distribution Of Calif

By: \_\_\_\_\_

\_\_\_\_\_  
Lynda T Bui

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  ) ss.  
County of \_\_\_\_\_ )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, proved to me on  
the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Signature

## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



# **Exhibit 2**

# **Stipulation**

1 Leonard M. Shulman - Bar No. 126349  
Brandon J. Iskander - Bar No. 300916  
2 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**  
100 Spectrum Center Drive, Suite 600  
3 Irvine, California 92618  
Telephone: (949) 340-3400  
4 Facsimile: (949) 340-3000  
Email: LShulman@shulmanbastian.com  
5 BIskander@shulmanbastian.com

6 Attorneys for Lynda T. Bui, Chapter 7 Trustee

7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

<p>11 In re</p> <p>12 <b>DDI DISTRIBUTION OF CALIFORNIA,</b> <b>LLC dba DDI Distribution, Inc.,</b></p> <p>13 14 Debtor.</p>	<p>Case No. 6:19-bk-16545-MW</p> <p>Chapter 7</p> <p><b>STIPULATION BETWEEN CHAPTER 7 TRUSTEE AND PETER LARIOS TO MODIFY SETTLEMENT AGREEMENT</b></p>
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15  
16  
17  
18  
19  
20  
21 **TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY**  
22 **JUDGE, THE DEBTOR AND ITS COUNSEL, THE OFFICE OF THE UNITED STATES**  
23 **TRUSTEE, AND ALL OTHER INTERESTED PARTIES:**

24 Lynda T. Bui, Chapter 7 trustee (“Trustee”) for the bankruptcy estate (“Estate”) of DDI  
25 Distribution of California, LLC dba DDI Distribution, Inc. (“Debtor”) and Peter Larios (“Larios”)  
26 (the Trustee and Larios are collectively referred to herein as the “Parties”), by and through their  
27 respective counsel, enter into and agree to this Stipulation (“Stipulation”) to Modify Settlement  
28 Agreement (“Stipulation”) based on the following recitals:

**EXHIBIT "2"**

1 I. RECITALS

2 1. The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on  
3 July 27, 2019, commencing the instant bankruptcy case (“DDI Case”).

4 2. On June 23, 2020, the Trustee filed an adversary proceeding against Larios and others  
5 for claims relating to the prepetition diminution and loss of property of the Debtor, commencing *Bui*  
6 *v. Pal Distribution, Inc., et. al.*, Adv. No. 6:20-ap-01118-MW (“Adversary Proceeding”).

7 3. Larios has denied all wrongdoing in connection with the Adversary Proceeding.

8 4. On March 23, 2021, the Trustee filed a Motion for Order Approving Settlement and  
9 Compromise of Disputes between the Bankruptcy Estate and Peter Larios (Dk. No. 77)  
10 (“Compromise Motion”). Through the Compromise Motion, the Trustee requested that the Court  
11 approve a certain settlement agreement (“Agreement”) attached as Exhibit 1 to the Compromise  
12 Motion between the Trustee and Larios, *inter alia*, that: (a) Larios would deliver a Grant Deed for  
13 the real property located at 17580 Wicker Way, Riverside, CA 92504 (the “Property”) to be  
14 recorded, the Trustee would sell the Property and distribute proceeds sixty percent (60%) to the  
15 Estate and forty percent (40%) to Larios, and (c) that until the Property is sold, Larios would  
16 maintain the Property by paying all mortgages, taxes, insurance, if any, and conducting all necessary  
17 maintenance.

18 5. The Court approved the Compromise Motion and settlement agreement attached to  
19 it on May 3, 2021 (Dk. No. 83).

20 6. The Trustee has since learned that the Property is in property tax arrears in the  
21 amount of approximately \$20,000.00 as of May 2021.

22 7. Larios has advised the Trustee that he is not in a position to cure the property tax  
23 arrears at this time.

24 Based on the foregoing and in order to allow additional time for the Parties to continue their  
25 settlement discussions, the Parties have agreed to modify the Agreement as follows:

26 II. AGREEMENT

27 Paragraph 2.2 of the Agreement attached to the Compromise Motion as Exhibit 1 is modified  
28 as follows:

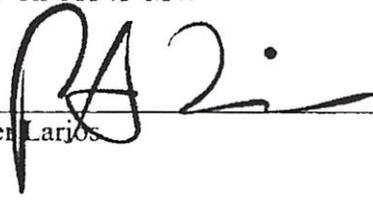
1 2.2 The Trustee shall sell the Property and distribute proceeds as follows: (1) sixty percent  
2 (60%) from the net proceeds to the Estate and (2) forty percent (40%) of the net proceeds to Larios.  
3 Net proceeds is defined as proceeds from the gross sale price less (1) all reasonable closing costs  
4 and (2) broker's sales commissions not to exceed ten percent (10.0%). **All property taxes due and**  
5 **owing for the Property shall be deducted from Larios's forty percent (40%) share of the net**  
6 **proceeds.**

7 **IT IS SO STIPULATED AND AGREED:**

9 DATED: 7/9/21

By:   
Lynda T. Bui, Solely in her capacity as the  
Chapter 7 trustee for the bankruptcy estate of *In re*  
*DDI Distribution of California, LLC*, Case No.  
6:19-bk-16545-MW

13 DATED: 6/30/21

By:   
Peter Larios

15 **APPROVED AS TO FORM:**

**SHULMAN BASTIAN FRIEDMAN & BUI LLP**

18 DATED: June 30, 2021

By: /s/ Brandon J. Iskander  
Leonard M. Shulman  
Brandon J. Iskander  
Attorneys for Lynda T. Bui, Plaintiff and  
Chapter 7 Trustee

**LAW OFFICE OF DAVID BRIAN LALLY**

23 DATED: 7/1/2021

By:   
David Brian Lally  
Attorney for Peter Larios

### PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618.

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION BETWEEN CHAPTER 7 TRUSTEE AND PETER LARIOS TO MODIFY SETTLEMENT AGREEMENT** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **July 12, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- COUNSEL FOR DEBTOR DDI:** Mark E Brenner mebrenner@gmail.com, brennermr93664@notify.bestcase.com
- CHAPTER 7 TRUSTEE:** Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfbis.com
- COUNSEL FOR PAL TRUSTEE:** Thomas H Casey kdriggers@tomcaseylaw.com, msilva@tomcaseylaw.com
- COUNSEL FOR LANDLORD:** Glen Dresser gombd@aol.com
- COUNSEL FOR DEBTOR PAL:** M. Jonathan Hayes jhayes@rhmfir.com, roksana@rhmfir.com; matt@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- COUNSEL FOR CHAPTER 7 TRUSTEE:** Brandon J Iskander biskander@shulmanbastian.com, avernon@shulmanbastian.com
- INTERESTED PARTY:** David Brian Lally davidlallylaw@gmail.com
- INTERESTED PARTY:** Matthew J Negrin matt@btllp.com, mjnegrin@roadrunner.com
- INTERESTED PARTY:** Edward G Schloss egs2@ix.netcom.com
- COUNSEL FOR CHAPTER 7 TRUSTEE:** Leonard M Shulman lshulman@shulmanbastian.com
- INTERESTED PARTY:** United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state**

**method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 12, 2021

Anne Marie Vernon

/s/ Anne Marie Vernon

Date

Printed Name

Signature

## **Exhibit 3**

# **Purchase Agreement and Addendum**

**Counteroffer re Purchase and Sale of  
17580 Wicker Way, Riverside, California (Riverside County)**

This is a counteroffer ("Counteroffer") to the **April 25, 2023**, "California Residential Purchase Agreement and Joint Escrow Instructions" received from **Jose Luis Robles** ("Buyer's Offer") for the purchase of the real property commonly known as **17580 Wicker Way, Riverside, California, Riverside County** ("Property"), by **Jose Luis Robles** (collectively "Buyer") from Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Seller" and, together with Buyer, the "Parties"), for the Bankruptcy Estate of ***In re DDI Distribution of California LLC dba DDI Distribution, Inc.***, Bankruptcy Case No.: 6:19-bk-16545-WJ ("Debtor").

When fully-executed below, this Counteroffer will constitute conclusive evidence of the contract for the sale and purchase of the Property (the "Sale") and the Parties' agreement for the Sale, subject to approval by the Bankruptcy Court in the Debtor's Bankruptcy case and further or more complete documentation in Seller's discretion. **This Counteroffer Supersedes the Buyer's Proposal.** Seller may elect to deem this Counteroffer the definitive agreement between the Parties regarding the Sale.

1. **Address of the Property:** The address of the property is 17580 Wicker Way, Riverside, CA 92504.
2. **Purchase Price:** The purchase price for the Property shall be **\$159,900.00**; all cash (the "Purchase Price").
3. **Initial Deposit:** Within three (3) business days following Buyer's execution of this Counteroffer, Buyer shall deliver to escrow, together with an executed copy of this Counteroffer, the sum of **\$20,000.00**, to be applied toward the Purchase Price (the "Deposit"), as follows:

Antonia Delgado, Escrow Officer  
A & A Escrow Services, Inc.  
415 N. Crescent Drive, Suite 320  
Beverly Hills, CA 90210  
Telephone: (310) 550-6055; Facsimile: (310) 550-6130  
Email: antonia@aaescrow.com

4. **Due Diligence Period:** Buyer acknowledges that he/she/it is familiar with the Property and that the Buyer has previously viewed the Property. Nevertheless, at Buyer's sole expense, Buyer shall have until **2:00 p.m. PDT, May 11, 2023**, to obtain all investigations, appraisals and tests, and to complete any and all due diligence which the Buyer desires (the "Due Diligence Deadline"). By no later than the Due Diligence Deadline, Buyer may advise Seller, in writing, of his/her/its election to cancel the Sale, in

which case Buyer shall receive a full refund of the Deposit (the "Notice to Cancel"). Absent Buyer's submission of a Notice to Cancel in accordance with this paragraph 3, the Sale shall be without any further contingencies or due diligence requirements of the Buyer.

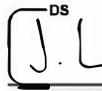
**Without limiting the generality of the foregoing, Buyer's silence shall be deemed an acceptance and affirmative election to proceed with the Sale without any further contingencies or due diligence requirements.**

5. Bankruptcy Court Approval: The Sale is expressly subject to Bankruptcy Court approval in the Debtor's bankruptcy case. As soon as reasonably practical following expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel, the Seller will file a motion to approve the Sale with the Bankruptcy Court pursuant to section 363 of the United States Bankruptcy Code (11 U.S.C. § 363) (the "Approval Motion"). As part of such motion, the Seller will request a finding of the Buyer's "good faith" in accordance with section 363(m) of the Bankruptcy Code.
6. Tender of Balance of Purchase Price/Closing: The Sale shall close, with Buyer tendering the full Purchase Price, not more than fifteen (15) calendar days after the entry of an order of the Bankruptcy Court authorizing the Sale.
7. Property Sold "As is" "Where is": The Buyer acknowledges that the Seller is a Trustee appointed to administer a Bankruptcy Estate. The Seller and or Seller's agents have not, and will not, inspect the Property or determine its condition, fitness or use for any particular purpose, nor will any of them provide any written disclosures, guarantees or warranties of any kind. Seller and Seller's agents are exempt from complying with the requirements of Article 1.5 of the California Civil Code Sections 1102-1102.17 relating to disclosures upon transfer of real property. **The sale shall be "as-is" and "where is" with no warranty or recourse whatsoever.** If any state or local ordinance laws require that the Property be brought into compliance, the Buyer, at his/her/its sole expense, shall comply with and pay for any such requirements.
8. Transfer of Property: Transfer of the Property by Seller shall be by Trustee's Fiduciary Quitclaim Deed. The Seller shall convey and the Buyer shall accept the marketable title to the Property that will be insured by Stewart Title Company, without material exception, subject only to the terms of this Counteroffer and any further documentation of the Sale consistent with this Counteroffer.

9. Liens, Claims, Encumbrances and Interests: The Sale shall be free and clear of such Liens, with the extent, validity and priority of such liens to attach to the net proceeds of the Sale.
10. Assessments, Taxes and Escrow fees: The following assessments, taxes and other costs shall be allocated as follows: (a) all allowable assessments and real property taxes shall be prorated through the closing date of the Sale to the applicable accounts of the Seller and the Buyer, such that the amounts applicable to the account of the Buyer shall not be deducted from the Purchase Price; (b) escrow fees shall be split equally between the Buyer and the Seller (50/50), such that the amounts allocable to the Buyer shall not be deducted from the Purchase Price; (c) the Seller shall pay real property transfer tax (County and State only) and the costs of a standard issue title insurance policy, such that these taxes and costs shall not be deducted from the Purchase Price; and (d) City transfer tax shall be split equally between Buyer and Seller (50/50), such that the amount allocable to the Buyer shall not be deducted from the Purchase Price. **All other costs are at Buyer's sole expense and are not to be deducted from the Purchase Price.**
11. Overbid: The Sale is subject to notice to creditors and other parties and shall be subject to higher and better bid through and including the hearing on the Approval Motion, pursuant to sale and overbid procedures determined in the Seller's sole discretion and subject to Bankruptcy Court approval. Initial overbid increment will be no less than **\$5,000.00 over the Purchase Price**, and thereafter in minimum increments of no less than **\$1,000.00**.
12. Brokers and Commissions: The Buyer is represented by Realty Masters & Associates DRE License #01927637 and its agent Catalina Serrano California DRE License #01281234 (collectively "Masters") and the Seller is represented by Elite Premier Properties, California DRE #01484287 and its agent Victor Benjamin, California DRE #01905015 (collectively "Elite"). Subject to Court approval, the Seller shall pay commission as follows, through escrow: Ten percent (10%) total of the Purchase Price: 5% to Masters and 5% to Elite. **The Trustee reserves the right to request a carve-out or reduction of the commission if doing so is the best interest of the Estate.** No commission shall be due and payable except from the cash proceeds of an actual sale of the Property to the Buyer and upon closing of such sale.
13. Seller Right to Terminate: The Seller may decline, at her option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Debtor's bankruptcy case; (b) the conversion of the debtor's Chapter 7 bankruptcy case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens

on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in her sole discretion, to determine not to consummate, and to terminate, the sale of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

- 14. **Non-Refundability and Forfeiture of Deposit:** Except as set forth above in paragraph 13 to this Counteroffer, immediately upon expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel in accordance with paragraph 3 to this Counteroffer, the entirety of the Deposit shall be absolutely non-refundable and forfeited to the Seller. Notwithstanding the immediately preceding sentence, in the event: (a) the Bankruptcy Court enters an order that does not authorize Seller to sell the Property to the Buyer; or (b) the Bankruptcy Court enters an order that authorizes the sale to another bidder and the Buyer is not a backup bidder, Seller shall refund the entire Deposit to the Buyer within ten (10) calendar days following entry of such order of the Bankruptcy Court. In the event the Buyer is overbid and is a backup bidder, Seller shall refund the entire Deposit to the Buyer only if the Sale closes to the winning bidder and within ten (10) calendar days following such closing.

 <sup>DS</sup> (Buyer's initials) \_\_\_\_\_ (Buyer's initials)

- 15. **Escrow Instructions:** Escrow instructions shall be signed by Buyer and Seller within fifteen (15) calendar days after execution of this Counteroffer. In the event that Buyer is unable to close escrow within fifteen (15) calendar days after entry of the Bankruptcy Court's order authorizing the Sale (the "Closing Date"), the Buyer shall compensate the Seller one hundred dollars (\$100.00) per day for each day beyond the Closing date that the Sale does not close for a total extended period of no more than ten (10) calendar days. Thereafter, the Seller shall have absolute discretion to either: (a) provide further extensions of the Closing Date at the same rate of compensation; or (b) terminate the Sale to the Buyer and retain the entirety of the Deposit as liquidated damages.
- 16. **Bankruptcy Court Jurisdiction:** The Bankruptcy Court for the Central District of California, Riverside Division ("Court"), shall have jurisdiction to interpret and enforce the terms of this Counteroffer/agreement. This Counteroffer/agreement shall be construed pursuant to the laws of the State

of California, except to the extent preempted by applicable Federal bankruptcy law.

- 17. **Expiration of Offer:** This Counteroffer shall expire, if not executed by Buyer and delivered to Seller's agent, Victor Benjamin, California DRE License #01905015, of Elite Premier Properties, on or before **2:00 p.m. PDT, Friday, May 5, 2023.**
- 18. **Multiple Offers (if applicable):** Buyer recognizes that multiple offers and/or counteroffers may be pending and Seller reserves the right, per Paragraph 13, to choose which contract to submit to the Bankruptcy Court for approval. **At this time, there are no other offers.**

**SELLER:**

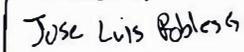
Date: May 4, 2023

  
 \_\_\_\_\_  
 Lynda T. Bui, Solely in her capacity as  
 Chapter 7 Trustee for the Bankruptcy Estate of *In re DDI  
 Distribution of California LLC dba DDI Distribution, Inc.*,  
 Bankruptcy Case No.: 6:19-bk-16545-MW

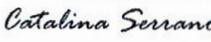
**Read, Understood, Agreed To and Accepted:**

**Buyer(s):**

Date: May 4, 2023

DocuSigned by:  
  
 \_\_\_\_\_  
 BDEA7D9990134FF...  
 Jose Luis Robles – Buyer

Date: May 4, 2023

8489BF510F284E3  
  
 \_\_\_\_\_  
 DocuSigned By: Catalina Serrano  
 Catalina Serrano  
 California DRE License #01271234  
 Buyer's Agent



CALIFORNIA ASSOCIATION OF REALTORS®

**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

(C.A.R. FORM VLPA, Revised 12/22)

Date Prepared: April 25, 2023

**1. OFFER:**

- A. THIS IS AN OFFER FROM Jose Luis Robles ("Buyer").  
 Individual(s),  A Corporation,  A Partnership,  An LLC,  An LLP, or  Other \_\_\_\_\_
- B. THE PROPERTY to be acquired is 17580 Wicker Way, situated in Riverside (City), Riverside (County), California, 92504 (Zip Code), Assessor's Parcel No(s). 273250004 ("Property").  
 Further Described As \_\_\_\_\_  
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.  
 D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

**2. AGENCY:**

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION: The following agency relationships are here confirmed for this transaction.  
 Seller's Brokerage Firm Elite Premier Properties License Number 01484287  
 Is the broker of (check one):  the Seller; or  both the Buyer and Seller (Dual Agent).  
 Seller's Agent Victor Benjamin License Number 01905015  
 Is (check one):  the Seller's Agent (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).  
 Buyer's Brokerage Firm Realty Masters & Associates License Number 01927637  
 Is the broker of (check one):  the Buyer; or  both the Buyer and Seller (Dual Agent).  
 Buyer's Agent Catalina Serrano License Number 01281234  
 Is (check one):  the Buyer's Agent (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).  
 More than one Brokerage represents  Seller,  Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price \$ <u>159,900.00</u>	<input checked="" type="checkbox"/> All Cash
B	Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>14</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer 3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount \$ <u>20,000.00</u> ( <u>12.51</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) \$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): _____ First Interest Rate _____ Points _____ Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount _____ Interest Rate _____ Points _____ Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Investment, or if checked, <input type="checkbox"/> Primary <input type="checkbox"/> Secondary
F	5D	Balance of Down Payment PURCHASE PRICE TOTAL	\$ <u>139,900.00</u> \$ <u>159,900.00</u>

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VLPA REVISED 12/22 (PAGE 1 OF 16)

Buyer's Initials J.L.R.

Seller's Initials [Signature]

**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 16)**

Realty Masters & Associates, 3750 Santa Fe Ave Ste #100 Riverside CA 92507  
 Catalina Serrano

Produced with Lone Wolf Transactions

Phone: 9519669011

Fax: 9518480561

Jose Luis Robles

www.wolf.com

**EXHIBIT 3**



	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ ( _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	<b>ADDITIONAL FINANCE TERMS:</b> _____			
G(3)	21	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
I	<b>Intentionally Left Blank</b>			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	<b>CONTINGENCIES</b>	<b>TIME TO REMOVE CONTINGENCIES</b>	<b>CONTINGENCY REMOVED</b>
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	<b>REMOVAL OR WAIVER OF CONTINGENCY:</b> Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J. <input type="checkbox"/> CR attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	Investigation of Property	17 (or <u>5</u> ) Days after Acceptance	
		Informational Access to Property	17 (or <u>5</u> ) Days after Acceptance	
		Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.		
L(6)	8F, 17A	Review of Seller Documents	17 (or <u>5</u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 16A	Preliminary ("Title") Report	17 (or <u>5</u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 11E	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 9B(2)	Review of leased or lIened Items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8L	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M	<b>Possession</b>		<b>Time for Performance</b>	
M		Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except _____	Upon notice of recordation On COE Date	
N	<b>Documents/Fees/Compliance</b>		<b>Time for Performance</b>	
N(1)	17A	Seller Delivery of Documents	7 (or <u>5</u> ) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or <u>5</u> ) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	



O Intentionally Left Blank				
P Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
P(2)		Excluded Items:		
Q Allocation of Costs				
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	11D	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	<input type="checkbox"/> Environmental <input type="checkbox"/> Other
Q(2)	15B(1)(D)	Environmental Survey	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(3)	10	Gov't Point of Sale Requirements	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input checked="" type="checkbox"/> Each to pay their own fees	Escrow Holder: <u>seller's choice</u>
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	Title Company (if different from Escrow Holder):
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both	
Q(13)		_____ fees/costs Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(14)		_____ fees/costs Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
R	Additional Tenancy Documents <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS: _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Other \_\_\_\_\_

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # \_\_\_\_\_ (C.A.R. Form ADM)  Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO)  Court Confirmation Addendum (C.A.R. Form CCA)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA)  Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other \_\_\_\_\_

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA)  Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
- (Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WFDA)  Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Trust Advisory (C.A.R. Form TA)  Short Sale Information and Advisory (C.A.R. Form SSIA)
- REO Advisory (C.A.R. Form REO)  Probate Advisory (C.A.R. Form PA)
- Other \_\_\_\_\_



EXHIBIT 3

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
- A. **DEPOSIT:**
- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
  - (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
  - (3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.
- B. **ALL CASH OFFER:** If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.
- C. **LOAN(S):**
- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(1).
  - (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).
  - (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
  - (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT)** (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
6. **ADDITIONAL FINANCING TERMS:**
- A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
- B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
- A. **OCCUPANCY:** Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available financing.
- B. **CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
  - (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
- C. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

Property Address: 7108U WICKER WAY, RIVERSIDE, CA 92504

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3)  Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. MANUFACTURED HOME PURCHASE: If checked in paragraph 3L(3), this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in paragraph 3L(4), this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Seller's documents required in paragraph 17A.

G. TITLE:

- (1) This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 16G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11E ("CI Disclosures").

I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(2), is, as specified in paragraph 3L(9), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(9), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

K. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

L. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(10).

*JLR*

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9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(2), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in paragraph 3P(2) are excluded from the sale.

10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1-3), (5) and (13-14) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

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Buyer's Initials

JL.R

Seller's Initials

SB



EXHIBIT "3"

Date: April 25, 2023

- F. **SOLAR SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- G. **ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 3N(1), if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
  - (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
  - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
  - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
  - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
  - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
  - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
  - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
  - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
  - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
  - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
  - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
  - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
  - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
  - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
  - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
  - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or Issued against the Property.
- H. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 3N(1), Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- I. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- J. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- K. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- 12. **TENANCY RELATED DISCLOSURES:** Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
  - A. **RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
  - B. **INCOME AND EXPENSE STATEMENTS:** If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
  - C. **TENANT ESTOPPEL CERTIFICATES:** If checked in paragraph 3R, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
  - D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure Delivered to Buyer:
    - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
    - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
    - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

Buyer's Initials

JL.R

Seller's Initials

AS



EXHIBIT "3"

Property Address: 11000 WICKER WAY, RIVERSIDE, CA 92504

13. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. (1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change (2) Within 5 Days after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer shall, within the time specified in paragraph 3L(5), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
  - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
    - (A) A general inspection.
    - (B) An inspection for lead-based paint and other lead-based paint hazards.
    - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
    - (D) A phase one environmental survey, paid for and obtained by the party indicated in paragraph 3Q(2). If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in paragraph 3L(5). Buyer has 5 Days after receiving the survey to remove this portion of the Buyer's Investigation contingency.
    - (E) Any other specific inspections of the physical condition of the land and improvements.
  - (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(5), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(5) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- F. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.
- G. SIZE, LINES, ACCESS, AND BOUNDARIES: Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- H. ZONING AND LAND USE: Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.
- I. UTILITIES AND SERVICES: Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J L R

[Signature]



Property Address: 11500 Wilcox Way, Riverside, CA 92507

- J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.
  - K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
  - L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
  - M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
  - N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
  - O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
  - P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
  - Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
  - R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
16. **TITLE AND VESTING:**
- A. Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(5). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
  - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
  - C. Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
  - D. Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.
  - E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
  - F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
  - G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
17. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 35.
  - B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
    - (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(2), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.
    - (2) Buyer may, within the time specified in paragraph 3L(5), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

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Buyer's Initials

J.L.R

Seller's Initials

[Signature]



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 9 OF 16)

EXHIBIT "3"

- (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
- (4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).
- C. SELLER RIGHT TO CANCEL:**
  - (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (iv) Deliver a letter as required by paragraph 6B; (v) In writing assume or accept leases or liens specified in paragraph 8I; (vi) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 35; (viii) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 34; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
  - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
  - (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
  - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
  - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
  - (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

JL.R

SB



- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. **BROKERS AND AGENTS:**
  - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
  - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
  - C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
  - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
  - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.

J L R

[Signature]



Date: April 25, 2023

Property Address: 11500 WICKER WAY, RIVERSIDE, CA 92504

- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11A, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.
  - D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
  - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
  - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
  - G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
  24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
  25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 37A.
  26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
  27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
  28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
  29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
  30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

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Buyer's Initials

DLR

Seller's Initials

JS

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 12 OF 16)



EXHIBIT "3"

- 31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
  - A. "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
  - B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
  - C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
  - D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
  - E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
  - F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
  - G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
  - H. "Copy" means copy by any means including photocopy, facsimile and electronic.
  - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
  - J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
  - K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
  - L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 39 or paragraph 40.
  - O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
  - P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
- 33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

J.L.R.

[Handwritten Signature]



35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 and 40 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in paragraph 3N(4), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials

J.L.R

Seller's Initials

AS

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials

J.L.R

Seller's Initials

AS

J.L.R

AS



EXHIBIT 3

39. OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.
- B.  **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
  - (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
  - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
  - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

C. The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Jose Luis Robles Date: 4/26/2023

Printed name of BUYER: Jose Luis Robles

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of BUYER: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

- A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer. Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

- B.  **Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
  - (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
  - (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
  - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

C. The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, [Signature] Date: 5/4/23

Printed name of SELLER: \_\_\_\_\_

Printed Name of Legally Authorized Signer: Lynda T Blue AFF DDI Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of SELLER: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)  
Seller's Initials



REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Realv Masters & Associates Lic. # 01927637
By Catalina Serrano Catalina Serrano Lic. # 01281234 Date 4/25/2023
By DocuSigned By: Catalina Serrano Lic. # Date
Address 3750 Santa Fe Ave Ste #100 City Riverside State CA Zip 92507
Email catyserrano@yahoo.com Phone #

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (check all that apply):

Email above Text to Phone # above Alternate:

B. Seller's Brokerage Firm Elite Premier Properties Lic. # 01484287
By Victor Benjamin Victor Benjamin Lic. # 01905015 Date 5/1/23
By Lic. # Date

Address 300 Spectrum Center Dr. #860 City Irvine State CA Zip 92618
Email victor.benjamin@elitereo.com Phone # (949)679-0437

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that apply):

Email above Text to Phone # above Alternate:

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ ), Counter Offer numbers and , and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by that the date of Acceptance of the Agreement is

Escrow Holder Escrow #

By Date

Address

Phone/Fax/E-mail

Escrow Holder has the following license number #

- Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: Broker or Designee Initials Seller's Brokerage Firm presented this offer to Seller on 5/1/23 (date).

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VLPA REVISED 12/22 (PAGE 16 OF 16)

Buyer's Initials J.L.R. Seller's Initials



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 16 OF 16)

EXHIBIT 3

# **Exhibit 4**

## **Supplemental Property Tax Bill**



Matthew Jennings  
Riverside County Treasurer-Tax Collector

PO BOX 12005 Riverside, CA 92502-2205  
4080 Lemon St (4th Floor) Riverside, CA 92501

Telephone: (951) 955-3900  
Toll Free Number: 1 (877) 748-2689  
From area codes 951 & 760 only

May 10, 2023

### RIVERSIDE COUNTY SECURED SUPPLEMENTAL PROPERTY TAX BILL

This bill is in ADDITION TO the annual bill

This bill was NOT Mailed to a mortgage company or other lending agency

Visit our website: [www.countytreasurer.org](http://www.countytreasurer.org)

Property Data: 273250004 10.00 ACRES IN POR SW 1/4 OF SEC 34 T3S R5W FOR TOTAL DES...

(Please contact the Assessor for more information)

Owner(s): BUI LYNDA T, DDI DISTRIBUTION OF CALIF

Address: 17580 WICKER WAY RIVERSIDE CA 92504

Mailed to: DDI DISTRIBUTION OF CALIF  
C/O LYNDA T BUI  
3550 VINE ST STE 210  
RIVERSIDE CA 92507-4175

SCAN QR CODE TO PAY ONLINE



Article XIII of the California Constitution generally requires reappraisal whenever a change of ownership occurs or property is newly constructed.

PIN	Bill Number	Assessment Number	Bill Posted Date	Tax Rate Area
273250004	2021006108498	SUP-0000269219	08-22-2022	088-039
Due to Conveyance Number	Effective Date	Assessor's Notice Sent	Collection Type	
2021-0347951	06-08-2021	04-22-2022	SECURED	

CHARGES LEVIED BY TAXING AGENCIES	FOR INFORMATION CALL	AMOUNT
General		\$1,149.51
03-5801-D RIVERSIDE UNIFIED SCHOOL	951-352-6729 Ext:82002	\$105.75
03-9101-D RIVERSIDE CITY COMMUNITY COLLEGE	951-222-8789	\$16.90
04-5351-D MWD WEST 1302999	866-807-6864	\$4.02
*** TOTAL AD VALOREM TAXES		\$1,276.18

**IMPORTANT MESSAGES**

- After June 30th, if this delinquency remains unpaid, the property will be tax-defaulted. A redemption fee will be added and redemption penalty will accrue at 1.5% per month. If this property already has unpaid prior year taxes, this delinquency will be added to the redemption amount. If property taxes remain unpaid for 5 years after the original year of default, the property becomes subject to tax sale.

IMPORTANT INFORMATION ON REVERSE SIDE

PRORATED FOR	
New Values For	2021-2022
New Full Taxable Value	\$500,000
Roll Value	\$385,049
Full Taxable Value Increase	\$114,951
Less Exemptions - HOX	\$0
Less Exemptions - Other	\$0
Net Taxable Value Increase	\$114,951
Ownership Factor	100%
Tax Rate Per \$100 Value	1.1102
Total For Tax Year	\$1,276.18
<b>Total Base Tax Amount</b>	<b>\$1,276.18</b>
Add 10% penalty after 12-12-2022	\$638.09
<b>DUE</b>	<b>\$701.88</b>

PLEASE KEEP TOP PORTION FOR YOUR RECORDS  
NO RECEIPTS WILL BE ISSUED FOR CHECK PAYMENTS - YOUR CANCELLED CHECK IS YOUR RECEIPT

PIN	Bill Number
273250004	2021006108498
<b>DUE IMMEDIATELY</b>	
<b>\$739.94</b>	
ADDITIONAL CHARGES WILL ACCRUE ON 07-01-2023 IF NOT PAID IN FULL	

If paying in person at one of our offices, bring the entire tax bill.  
For additional charges see item #5 on the reverse.

SEND THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT  
**DELINQUENT**  
RIVERSIDE COUNTY  
SECURED SUPPLEMENTAL PROPERTY TAX BILL  
PARTIAL PAYMENTS ARE NOT ACCEPTED  
CANNOT BE PAID UNLESS 1ST INSTALLMENT IS PAID

Check here for change of mailing address  
Please provide corrections on reverse side

Pay taxes online by eCheck or by Credit/Debit card

ELECTRONIC CHECK  No Convenience Fee applies when paying by eCheck



Convenience Fee Applies for Credit/Debit  
[www.countytreasurer.org](http://www.countytreasurer.org)

SCAN QR CODE TO PAY ONLINE



2nd  
Installment

273250004 00000073994 622021 2021006108498

02202127325000400000063809041020230000007399420210061084986

PIN	Bill Number
273250004	2021006108498
<b>DUE IMMEDIATELY</b>	
<b>\$701.88</b>	
ADDITIONAL CHARGES WILL ACCRUE ON 07-01-2023 IF NOT PAID IN FULL	

If paying in person at one of our offices, bring the entire tax bill.  
For additional charges see item #5 on the reverse.

SEND THIS STUB WITH YOUR 1ST INSTALLMENT PAYMENT  
**DELINQUENT**  
RIVERSIDE COUNTY  
SECURED SUPPLEMENTAL PROPERTY TAX BILL  
PARTIAL PAYMENTS ARE NOT ACCEPTED

Check here for change of mailing address  
Please provide corrections on reverse side

Pay taxes online by eCheck or by Credit/Debit card

ELECTRONIC CHECK  No Convenience Fee applies when paying by eCheck



Convenience Fee Applies for Credit/Debit  
[www.countytreasurer.org](http://www.countytreasurer.org)

SCAN QR CODE TO PAY ONLINE



1st  
Installment

273250004 00000070188 612021 2021006108498

01202127325000400000063809121220220000007018820210061084984

**EXHIBIT "4"**

1. METHOD OF PAYMENT

1. METHOD OF PAYMENT
Taxpayers can obtain property tax and payment information on our website: www.countytreasurer.org or by telephone at (951) 955-3900.

Payments can be made online or by telephone using credit card, debit card or eCheck, however eCheck payments are not available by phone. A convenience fee will be added to all credit/debit card payments; there are no fees for eCheck payments.

If the phone or website are unavailable, you are still responsible to make payment timely to avoid the addition of penalties. Payments made in person must be received in our office prior to 5:00 P.M. of the due date to be processed as a timely payment.

By mail: PLEASE DO NOT MAIL CASH (currency or coins). Please make checks or money orders payable to: MATTHEW JENNINGS or RIVERSIDE COUNTY TREASURER-TAX COLLECTOR. Please include the Bill number or PIN number on your check. Remittances (including electronic-checks) must be payable in U.S. dollars and drawn on a U.S. bank; otherwise, the payment will be returned and applicable penalties and fees will apply. A charge will be added to the amount owing for any check returned by the bank. We DO NOT hold postdated checks-all checks received will be processed.

IF USING HOME BANKING: To ensure proper credit and avoid penalties, you must make payments payable to Riverside County Treasurer-Tax Collector, include the Bill number or PIN number in the account number field and it must be received by the Treasurer-Tax Collector's office on or before the delinquent date. We recommend processing 5 to 7 days before the due date.

2. PROPERTY OWNER'S RESPONSIBILITIES

Property owners are responsible for ensuring that their taxes are paid. FAILURE TO OBTAIN A TAX BILL DOES NOT RELIEVE THE LIABILITY TO PAY THE TAX NOR ANY PENALTIES. MAKE SURE THIS BILL IS FOR THE CORRECT PROPERTY; payments on the wrong properties cannot be refunded.

Tax bills are mailed to the address on the County Assessor's records. YOU MUST NOTIFY THE ASSESSOR OF CHANGES OF ADDRESS. They can be reached at (951) 955-6200 or (800) 746-1544; or online at www.rivcoacr.org. You may also use the back of the payment stubs on this bill to submit a change of address (see below).

If this bill is for a mobile home or other personal property, possessory interest or a water-distribution assessment, sale, removal or disposal of this property after the January 1st lien date does not relieve the assessee of the tax liability. For all other properties, if this property has been sold, please forward this bill to the new owner or return it to the Treasurer-Tax Collector's office with the new owner's information.

3. OWNERSHIP, PROPERTY DATA, VALUES AND EXEMPTIONS

All are determined by the County Assessor. Questions about these items should be directed to the County Assessor, P.O. Box 751, Riverside, CA 92502-0751; by telephoning (951) 955-6200 or (800) 746-1544; or at www.rivcoacr.org.

Pay taxes online by eCheck or by Credit/Debit card



No Convenience Fee applies when paying by eCheck



Convenience Fee Applies for Credit/Debit www.countytreasurer.org

Make checks payable to:

Matthew Jennings
Riverside County Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502-2205

We will forward your address change to the Assessor's office. Please follow up with them if you have any questions regarding your mailing address at (951) 955-6200. PRINT CHANGE OF ADDRESS HERE

Owner's Name
Permanent Mailing Address
City State Zip
Phone Number
Signature

OFFICE LOCATIONS

RIVERSIDE
4080 Lemon St
4th floor
Riverside, CA 92501

PALM DESERT
38-686 El Cerrito Rd
Palm Desert, CA 92211
CASH NOT ACCEPTED

TEMECULA
40935 County Center Dr
Suite C
Temecula, CA 92591
CASH NOT ACCEPTED

Call us or visit our website for current office hours and payment option information

Pay taxes online by eCheck or by Credit/Debit card



No Convenience Fee applies when paying by eCheck



Convenience Fee Applies for Credit/Debit www.countytreasurer.org

Make checks payable to:

Matthew Jennings
Riverside County Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502-2205

We will forward your address change to the Assessor's office. Please follow up with them if you have any questions regarding your mailing address at (951) 955-6200. PRINT CHANGE OF ADDRESS HERE

Owner's Name
Permanent Mailing Address
City State Zip
Phone Number
Signature

OFFICE LOCATIONS

RIVERSIDE
4080 Lemon St
4th floor
Riverside, CA 92501

PALM DESERT
38-686 El Cerrito Rd
Palm Desert, CA 92211
CASH NOT ACCEPTED

TEMECULA
40935 County Center Dr
Suite C
Temecula, CA 92591
CASH NOT ACCEPTED

Call us or visit our website for current office hours and payment option information

EXHIBIT "4"

4. TAX AMOUNTS

4. TAX AMOUNTS
The amount of the property tax is the sum of the proportionate 1% General Property Tax limit (for distribution breakdown visit www.auditorcontroller.org/divisions/property-tax) and any voter-approved bonded indebtedness rates of the taxing agencies listed (displayed like "XX-XXXX-D") in the "Charges Levied by Taxing Agencies" box.

Agency assessments (displayed like "XX-XXXX-FC") fall into two categories:

- (1) Ad Valorem Special Assessments. These rates apply to specific value types (for example: land only; or land and structures; etc.) and are not included in the tax rate described above.
(2) Fixed Charge Benefit Assessments are flat-fee charges and are placed on the tax bill at the direction and by the authority of the taxing agencies listed.

Any questions about a particular charge should be directed to the agency shown. (The County Treasurer-Tax Collector and the Auditor-Controller are not involved in determining these amounts). The phone number is provided on the front of the tax bill.

THE TREASURER-TAX COLLECTOR CANNOT CHANGE ANY AMOUNT ON THIS BILL OR STOP THE COLLECTION PROCESS. THE INSTALLMENT MUST BE PAID IN FULL IN ORDER TO AVOID PENALTIES ADDED BY LAW.

5. INSTALLMENT DUE DATES AND DELINQUENT DATES

EACH INSTALLMENT'S PAYMENT MUST BE RECEIVED OR HAVE A UNITED STATES POSTAL SERVICES POSTMARK ON OR BEFORE ITS DELINQUENT DATE SHOWN ON THE FRONT OF THIS BILL.

(If the delinquent date falls on a Saturday, Sunday or legal holiday, the delinquent date is the next business day). Payments received after the delinquency dates shown on this bill and absent a timely US postmark are considered late and penalties will be imposed in accordance with State law. A 10% penalty is attached to each installment that remains unpaid. Additional costs, interest, or lien fees may also be applicable for any unpaid installments.

If the Secured assessment is not paid in full by June 30th, a redemption fee will be added and interest will accrue at the rate of 1.5% per month on the unpaid taxes. If the redemption amount is not paid within 5 years or an Installment Payment Plan is not started and kept current, the property becomes subject to the Treasurer-Tax Collector's Power of Sale and may be sold at tax sale.

If the Unsecured assessment (possessory-interests, mobile homes, business personal properties, or water-distribution assessments) are not paid by the delinquency date, applicable penalties, costs, interest will attach to the unpaid assessment. A Certificate of Lien will be recorded against the January 1st lien date owner of record. (Note: The lien may affect your credit-rating). Additional enforcement actions may also be enforced.

6. IMPORTANT REMINDERS

6. IMPORTANT REMINDERS
Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons: The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year.

Go to SCO website at www.ptp.sco.ca.gov for more information. If you have any questions, call (800) 952-5661 or email postponement@sco.ca.gov.

7. ASSESSMENT APPEALS

7. ASSESSMENT APPEALS
If you disagree with the assessed value shown on this bill, you have the right to an informal assessment review by contacting the Riverside County Assessor's Office. If you and the Assessor are unable to agree on a proper assessed value pursuant to the informal review, you have the right to file an application to appeal the assessed values with the Clerk of the Board/Division of Assessment Appeals. Application form deadlines vary according to tax bill (see below) and may be obtained from the Clerk of the Board/Division of Assessment Appeals at 4080 Lemon St., 1st Floor, Room 127, Riverside, CA 92501; by mail at P.O. Box 1628, Riverside, CA 92502-1628; or by telephone at (951) 955-9688 or at www.rivcocob.org. If the original amount of this tax bill is not paid by its delinquent dates, you will be subject to the delinquent charges on the adjusted amount if it is subsequently reduced. The Assessment Appeals Board has no jurisdiction to grant or deny exemptions or to change fixed charges or Special Assessments on your tax bill.

Appeals Deadlines:

Regular Assessment: July 2nd through November 30th
Escape Assessment: Within 60 days from the date of mailing printed on this bill or postmark thereof, whichever is later.
Supplemental Assessment: Within 60 days from the date the Supplemental Assessment Notice was mailed (on the front of this tax bill), see "Assessor's Noticed Mailed on" (from mailing date). An Assessment Appeal Application may be filed within 60 days of the mailing date of the supplemental tax bill only if the County Assessor did not mail a Notice of Supplemental Assessment.

Pay taxes online by eCheck or by Credit/Debit card



No Convenience Fee applies when paying by eCheck



Convenience Fee Applies for Credit/Debit www.countytreasurer.org

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**100 Spectrum Center Drive, Suite 600, Irvine, CA 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 23, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **May 23, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **May 23, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**Buyer's Broker (via Email):**

Realty Masters & Associates  
Attn: Catalina Serrano  
Email: catyserrano@yahoo.com

**Trustee's Broker (via Email)**

Elite Premier Properties  
Attn: Victor Benjamin  
Email: victor.benjamin@elitepremierproperties.com

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

**May 23, 2023**

*Date*

**Erlanna Lohayza**

*Printed Name*

***/s/ Erlanna Lohayza***

*Signature*

**NEF SERVICE LIST**

**COUNSEL FOR DEBTOR DDI:** Mark E Brenner mebrenner@gmail.com, brennermr93664@notify.bestcase.com  
**CHAPTER 7 TRUSTEE:** Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfbis.com  
**COUNSEL FOR PAL TRUSTEE:** Thomas H Casey kdriggers@tomcaseylaw.com, msilva@tomcaseylaw.com  
**COUNSEL FOR LANDLORD:** Glen Dresser gombd@aol.com  
**COUNSEL FOR DEBTOR PAL:** M. Jonathan Hayes jhayes@rhmfirm.com, roksana@rhmfirm.com;  
matt@rhmfirm.com; rosario@rhmfirm.com; sloan@rhmfirm.com; priscilla@rhmfirm.com; rebecca@rhmfirm.com;  
david@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; russ@rhmfirm.com  
**INTERESTED PARTY:** Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com  
**INTERESTED PARTY:** David Brian Lally davidlallylaw@gmail.com  
**INTERESTED PARTY:** Matthew J Negrin matt@btllp.com, mjnegrin@roadrunner.com  
**INTERESTED PARTY:** Edward G Schloss egs2@ix.netcom.com  
**COUNSEL FOR CHAPTER 7 TRUSTEE:** Leonard M Shulman lshulman@shulmanbastian.com  
**INTERESTED PARTY:** United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

**U.S. MAIL SERVICE LIST**

**Judge's Copy**

U.S. Bankruptcy Court  
Attn: Honorable Wayne Johnson  
3420 Twelfth Street, Suite 384  
Riverside, CA 92501

**Buyer**

Jose Luis Robles  
5906 Grand Avenue  
Riverside, CA 92504

**Tax Collector**

Riverside County Treasurer and Tax Collector  
4080 Lemon Street  
Riverside, CA 92501

**Debtor, Lienholders, Creditors and Parties in Interest**

**NEF - UNITED STATES TRUSTEE**

UNITED STATES TRUSTEE  
3801 UNIVERSITY AVENUE,  
SUITE 720  
RIVERSIDE, CA 92501-3255

**NEF - DEBTOR'S COUNSEL**

MARK E. BRENNER, ESQ.  
2625 TOWNSGATE ROAD, SUITE  
330  
WESTLAKE VILLAGE, CA 91361-  
5749

**NEF - COUNSEL FOR JOSE**

**CASTELLANOS & PETER**  
**LARIOS**  
DAVID BRIAN LALLY, ESQ.  
LAW OFFICE OF DAVID B. LALLY  
P.O. BOX 355  
WILMINGTON, NY 12997

**COURT MAILING LIST**

EMPLOYMENT DEVELOPMENT  
DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

**PROOF OF CLAIM ADDRESS**

DIAMOND PEO, LLC  
C/O MICHAEL B. ADREANI, ESQ.  
5820 CANOGA AVENUE, SUITE  
250  
WOODLAND HILLS, CA 91367-  
6554

**PROOF OF CLAIM ADDRESS**

FEDEX CORPORATE SERVICES  
INC  
3965 AIRWAYS BLVD.  
MODULE G 3RD FLOOR  
MEMPHIS TN 38116-5017

**COURT MAILING LIST**

THOMAS H. CASEY  
22342 AVENIDA EMPRESA STE  
245  
RANCHO SANTA MARGARITA, CA  
92688-2141

**RETURNED MAIL****COURT MAILING LIST**

HANES-DDI DISTRIBUTIONS, INC.  
16875 HEACOCK STREET  
MORENO VALLEY, CA 92551-9554  
**Rts 10/20/20 - Attempted Not  
Known**

**ADDITIONAL NOTICE**

STATE OF CALIFORNIA-EMPLOY  
DEVELOP DEPT  
LIEN GROUP, MIC 92G  
PO BOX 826880  
SACRAMENTO, CA 94280-0001

**COURT MAILING LIST**

DIANA RODRIGUEZ  
C/O LAWYERS FOR EMPLOYEE  
AND CONSUE  
4100 W. ALAMEDA AVE., THIRD  
FLOOR  
BURBANK, CA 91505-4195

**PROOF OF CLAIM ADDRESS**

VERIZON  
C/O WILLIAM M. VERMETTE,  
ESQ.  
22001 LOUDOUN COUNTY  
PARKWAY  
ASHBURN, VA 20147-6105

**PROOF OF CLAIM ADDRESS**

IGPS LOGISTICS, LLC  
BAER, NEGRIN & TROFF LLP  
12400 WILSHIRE BLVD., SUITE  
1180  
LOS ANGELES, CA 90025-1058

**NEF - DEBTOR'S COUNSEL**

MARK E. BRENNER, ESQ.  
5850 CANOGA AVENUE, SUITE  
400  
WOODLAND HILLS, CA 91367-  
6554

**Rts 8/12/20 - See Ca State Bar  
Address Above**

**COURT MAILING LIST**

IGPS LOGISTICS, LLC  
C/O MATTHEW J. NEGRIN, ESQ.  
12400 WILSHIRE BLVD., SUITE  
1180  
LOS ANGELES, CA 90025-1058  
**Duplicate - See Proof Of Claim  
Address Above**

**PROOF OF CLAIMS ADDRESS**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-  
340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**COURT MAILING LIST**

EMPLOYERS ASSURANCE  
COMPANY  
C/O AIRES LAW FIRM  
6 HUGHES, SUITE 205  
IRVINE, CA 92618-2063

**COURT MAILING LIST**

CHARLES W. DAFF  
2107 W. BROADWAY STE 308  
SANTA ANA, CA 92706-2634

**DEBTOR**

DDI DISTRIBUTION OF  
CALIFORNIA LLC  
16875 HEACOCK STREET  
MORENO VALLEY, CA 92551-9554

**COURT MAILING LIST**

DIAMOND PEO, LLC  
C/O CHARLES MANOCK, ESQ.  
MANOCK LAW  
448 W. SHAW AVE.  
FRESNO, CA 93704-2511  
**Per Email 9/10/20 - Remove From  
Mailing List**

**NEF - CHAPTER 7 TRUSTEE**

LYNDA T. BUI  
SHULMAN BASTIAN FRIEDMAN &  
BUI LLP  
3550 VINE STREET, SUITE 210  
RIVERSIDE, CA 92507-4175  
**N/A**